

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**June 6, 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 – 52 )

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0425-004134	Misdemeanor Cases - Court	\$20,000.00
To	0100-0425-004163	non-custodial mother-crt appt	\$20,000.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0425-004134	Misdemeanor cases-crt appt	\$1,000.00
To	0100-0425-004933	Food for Jurors	\$1,000.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0425-004134	Misdemeanor Cases - Court	\$20,000.00
To	0100-0425-004166	non-custodial father crt app	\$20,000.00

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

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
FROM	0100.0554.003005	OFFICE FURNITURE < \$5000	\$7,917.12
FROM	0100.0554.005730	RADIO EQUIPMENT > \$5000	\$13,500.00
FROM	0100.0554.005740	COMPUTER EQUIPMENT > \$5000	\$4,950.00
TO	0100.0554.003010	COMPUTER EQUIPMENT < \$5000	\$35,234.84
FROM	0100.0554.003006	OFFICE EQUIPMENT < \$5000	\$3,002.71
FROM	0100.0554.003100	OFFICE SUPPLIES	\$1,000.00
FROM	0100.0554.003120	PRINTER SUPPLIES	\$848.00
FROM	0100.0554.003900	MEMBERSHIP DUES	\$1,435.00
FROM	0100.0554.003901	PUBLICATIONS/BOOKS	\$941.00
FROM	0100.0554.004350	PRINTED MATERIALS & BINDING	\$1,241.01
FROM	0100.0554.004410	BOND PREMIUMS	\$200.00
FROM	0100.0554.004718	PRE-EMPLOYMENT PHYSICAL	\$200.00

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

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0540-003010	Computer Equipment	\$1,081.00
To	0100-0540-004705	Pre-Employment Screening	\$1,081.00

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

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0540-003010	Computer Equipment	\$7,365.00
To	0100-0540-004210	Internet/Email Svs	\$7,365.00

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

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100.0576.004102	Residential Services	\$3,500.00
To	0100.0576.003317	Dental	\$3,500.00

10. Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0546.0546.003670	General Donations	\$4,682.15

To	0546.0546.001107	Temp Services	\$4,349.42
To	0546.0546.002010	FICA	\$332.73

11. Discuss, consider and take appropriate action on a line item transfer for Tax/Assessor Collector.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0499-004212	Postage	\$2,800.00
To	0100-0499-003005	Office Furniture	\$2,800.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0509.003105	Paper Supplies	\$1,100.00
To	0100.0509.004310	Advertising	\$1,100.00

13. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes, and any corresponding line item transfers.
14. 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 5/01/2023 through 5/31/2023.
15. 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 5/01/2023 through 5/31/2023.
16. 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 5/01/2023 through 5/31/2023.
17. Discuss, consider, and take appropriate action on authorizing the disposal of various county capital assets valued over 5K through Auction including twelve (12) Automation Display Boards and one (1) bundle of electrical data cables, pursuant to Texas Local Government Code 263.152.
18. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) Ford F150 Vin #0224, pursuant to Texas Local Government Code 263.152.
19. Discuss, consider, and take appropriate action to approve the County Attorney April 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.
20. Discuss, consider and take appropriate action on appointment of Carrie Van Meeteren to Place #1 on the Emergency Services District (ESD) #4 Board of Directors, with a term effective immediately and ending on December 31, 2024.

21. Discuss, consider and take appropriate action on a request by Williamson County ESD No. 4 to extend the June 1st deadline to file its annual Audit Report of the ESD's fiscal accounts and records to no later than July 1, 2023, in accordance with Texas Health & Safety Code Sec. 775.082(d).
22. Discuss, consider and take appropriate action on a request by Williamson County ESD No. 10 to extend the June 1<sup>st</sup> deadline to file its annual Audit Report of the ESD's fiscal accounts and records to no later than July 1, 2023, in accordance with Texas Health & Safety Code Sec. 775.082(d).
23. Discuss, consider, and take appropriate action on approving a Funding Agreement to provide counseling for Family Recovery Court participants.
24. Discuss, consider and take appropriate action to approve an amendment to a subrecipient agreement between Williamson County and the City of Thrall for Infrastructure Improvements to the Disinfectant Booster System serving the community for reimbursement under the American Rescue Plan Act (ARPA).
25. Discuss, consider and take appropriate action on a Blanket Easement between Williamson County and the YMCA of Central Texas (f/k/a YMCA of Greater Williamson County) relating to the management, use and operation of Twin Lakes Park.
26. Discuss, consider and take appropriate action approving the cancelation of solicitation 23RFP60 for Property/Casualty/Workers' Comp TPA and authorize the issuance of a new solicitation #23RFP80 for Property/Casualty/Workers' Comp TPA.
27. Discuss, consider, and take appropriate action on approving the third bulk purchase #2023216 for budgeted computers and equipment from Dell Technologies, for a total not-to-exceed amount of \$99,539.31, pursuant to the DIR contract #DIR-TSO-3763.
28. Discuss, consider and take appropriate action on an agreement between Williamson County Regional Animal Shelter and Junior League of Austin.
29. Discuss, consider and take appropriate action on approving a Grant Letter Agreement between Petco Love and Williamson County regarding Petco's grant of up to \$100,000.00 to be used to support the mission and purpose of the Williamson County Regional Animal Shelter.
30. Discuss, consider, and take appropriate action on approving the Professional Services Agreement #2023218 between Williamson County and Firehouse Animal Health Centers, for Veterinarian Services for a fixed fee of \$600.00 per week when necessary, and authorize the execution of the Agreement. Recommendation is in accordance with State of Texas Local Government Code Sec. 2254.003. SELECTION OF PROVIDER; FEES. (a) (1) on the basis of demonstrated competence and qualifications to perform the services; and (2) for a fair and reasonable price.
31. Discuss, consider, and take appropriate action on authorizing the Pharmacy Agreement #2023217 with HEB Pharmacy and Williamson County for Williamson County Employee Influenza Vaccines, in the estimated amount of \$16,000.00 and authorizing the execution of the agreement.
32. Discuss, consider and take appropriate action on rejecting proposal received for RFP #23RFP56 for Williamson County Automated Teller Machines (ATM) and Services and request that information related to competition be excepted pursuant to Texas Government Code 552.104 and authorize the Purchasing Agent to advertise and receive sealed proposals under new RFP #23RFP81.

33. Discuss, consider, and take appropriate action on approving the purchase #2023209 between Williamson County and TI Training LE LLC for the amount of \$7,970.00 and exempting TI Training LE LLC 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 quote.
34. Discuss, consider, and take appropriate action on approving the Purchase Contract #2023197 between Williamson County and Galls, LLC for the amount of \$57,916.10, pursuant to BuyBoard contract #670-22, and authorizing the execution of the Purchase Contract.
35. Discuss, consider and take appropriate action on approving the agreement #2023212 between Bizaan Holdings, LLC dba Bizaan Behavioral Health and Williamson County for off-site counseling services for the Williamson County Sheriff's Office for a not-to-exceed amount of \$15,000.00, and exempting this agreement from competitive bidding requirements as per Texas Local Government Code 262.024 (a)(4) a personal or professional service, and authorizing execution of the agreement.
36. Discuss, consider, and take appropriate action on approving Services Contract #2023215 between Zero Abuse Project (ZAP) and Williamson County for a total of \$850.00, and authorize the execution of the Services Contract.
37. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Hummingbird Content for off duty contracting of County Sheriff Deputies to be effective June 7, 2023. (Traffic Control in Jarrell for a film shoot)
38. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Kalahari Resort and Conventions for off duty contracting of County Sheriff Deputies to be effective July 4, 2023. (One time event on July 4th from 1700 to 2300 at 3001 Kalahari Blvd., Round Rock)
39. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Q2 Software, Inc. for off duty contracting of County Sheriff Deputies to be effective June 6, 2023. (10355 Pecan Park Blvd., Austin-WILCO Pct #1)
40. Discuss, consider, and take appropriate action on approving the Purchase #2023213, between Williamson County and GTS Technology Solutions, Inc. for the amount of \$62,288.28, pursuant to DIR contract #DIR-CPO-4751.
41. Discuss, consider and take appropriate action on authorizing the third extension period for Lease Property 9769 Hwy 29 W, Georgetown, Texas 78626, Contract #T1199, to Brenda Damer for the term of October 01, 2023 through September 30, 2024.
42. Discuss, consider, and take appropriate action on approving the Services Contract #2023196 for replacement of a water well pump at Shiloh Well in Shiloh, TX by Tom Arnold Drilling II LLC, in the amount of four thousand nine hundred dollars (\$4,900.00) and authorizing the execution of this Services Contract.
43. Discuss, consider, and take appropriate action on approving the Construction Agreement #2023223 for the Williamson County Sheriff's Office Fence Screening project at the Department Impound Yard, with Vaughn Construction, LLC, in the amount of \$50,912.98 and authorizing the execution of this agreement pursuant to OMNIA Cooperative Contract #R200107.

44. Discuss, consider and take appropriate action on Contract Amendment 2 to Williamson County First Amended and Restated Agreement between Williamson County and Halff Associates, Inc., dated December 8, 2021, relating to the Berry Springs Improvements Project (P559) to increase reimbursable expenses to \$13,572.
45. Discuss, consider and take appropriate action on Contract Amendment 1 to Williamson County Agreement for Design and Engineering Services, between Williamson County and Marmom Mok, LP., dated June 28, 2022, relating to the Williamson County New Headquarters Facility Project (P577) to amend the basic fee schedule and basic fee to \$6,692,235. Project funding source if P577.
46. Discuss, consider and take appropriate action on a report from The Roof Company, Waco, Change Order No. 4 for the CTTC Winter Storm Repairs project (P565) This is a time-only change. New final completion will be September 22, 2023. Funding Source is P565.
47. Discuss, consider and take appropriate action on Supplemental Work Authorization No 6 to Work Authorization No 1 under Williamson County Contract between Diamond Surveying and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. This supplemental is to extend the expiration date to December 31, 2025 and increase the maximum amount payable to \$240,000.00. Funding source: 01.0200.0210.004150.
48. Discuss, consider and take appropriate action on approval of the final plat for the Star Ranch Commercial, Block C, Lots 4 & 5 subdivision – Precinct 4.
49. Discuss, consider and take appropriate action on ratifying and approving the preliminary plat for the Timber Ranch subdivision – Precinct 3.
50. Discuss, consider and take appropriate action on approval of the replat of Lots 1 & 2, Block N, Highland Horizon Phase IV subdivision – Precinct 3.
51. Discuss, consider and take appropriate action on ratifying and approving of the preliminary plat for the Cool Springs Ph 1 subdivision – Precinct 2.
52. Discuss, consider and take appropriate action on approving a license agreement with Stonewall Ranch Master Community, Inc. – Precinct 2.

## **REGULAR AGENDA**

53. Discuss, consider, and take appropriate action on Resolution acknowledging Nancy Rister for 25 years of public service.
54. Discuss, consider, and take appropriate action on behalf of the Williamson County Benefits Committee recommendations for the 2024 Williamson County Employee Benefit Plan Year.
55. Discuss, consider, and take appropriate action regarding the June 6, 2023, Wellness Update.
56. Discuss, consider and take appropriate action on changes to the Employee Policy Manual.
57. Discuss, consider, and take appropriate action to appoint Matt Williamson, Senior Engineer with the Road, and Bridge Department to serve on the Williamson County Benefit Committee replacing former Williamson County Benefit Committee Member, Terron Evertson, County Engineer.

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0499-001100	F/T Salaries	\$40,000.00
From	0100-0499-001101	P/T Salaries	\$20,000.00
To	0100-0499-001110	Overtime	\$60,000.00

59. Discuss, consider and take appropriate action on approving the Grant Terms and Conditions required by Texas Division of Emergency Management (TDEM) for the submittal for reimbursement of expenditures incurred for 2023 Texas Winter Storm Mara (DR-4705-TX).
60. Discuss, consider and take appropriate action on a Commercial Real Estate Listing Agreement between Williamson County and McAllister & Associates relating to the lease of the county's property located at 75 Seward Junction Loop in Liberty Hill, Texas.
61. Discuss, consider, and take appropriate action on approving amendment and extension agreement #2023210 between Williamson County and Garda CL Southwest, Inc. for Armored Car Services in the amount of \$150,000.00, and authorizing the execution of the agreement.
62. Discuss, consider, and take appropriate action on approving the purchase #2023211 between Williamson County and Presidio Networked Solutions Group, LLC for the amount of \$103,307.96, pursuant to DIR Contract #DIR-TSO-4167.
63. Discuss, consider, and take appropriate action on approving the Proposal #2023221 between Williamson County and Gartner, Inc. for Consulting Services, in the not-to-exceed amount of \$125,000.00, pursuant to DIR Contract #DIR-CPO-4927, and authorizing the execution of this Proposal.
64. Discuss, consider, and take appropriate action on approving purchase of EZ-IO System supplies in the amount of \$1,775.00, exempting Teleflex from the competitive bidding requirements established by Section 262.024(a)(7) of the Texas Local Government Code, Discretionary Exemptions, as the sole provider for the Arrow EZ-IO System supplies for Williamson County and authorize the purchase.
65. Discuss, consider, and take appropriate action on approving the Purchase Contract for Sauder Manufacturing Company #2023219 for jury seating including delivery and installation, in the not-to-exceed amount of \$17,357.34, and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(7)(D)[captive replacement parts or components for equipment] and authorize the execution of the Purchase Contract. Funding Source is P595
66. Discuss, consider, and take appropriate action on authorizing the Construction Contract for a new Generator at the Central Texas Treatment Center between The Roof Co. Waco, LLC, and Williamson County, in the amount of \$286,193.00, pursuant to TIPS contract #211001 and authorizing the execution of the contract.
67. Discuss, consider and take appropriate action on the Waste Management of Texas, Inc. Memorandum of Understanding and Term Sheet for the proposed Renewable Natural Gas Facility at the Williamson County Landfill.

68. Discuss, consider, and take appropriate action regarding the closing of CR 106 and detouring traffic during construction to CR 130; CR 100; and SH 29, as part of the Corridor C (SH 29 Bypass) Road Bond Project in Commissioner Precinct 4. Project: P459
69. Discuss, consider, and take appropriate action regarding Change Order No. 10 in the amount of \$39,507.50 for Project 22IFB39 CR 111 Westinghouse Road (Capital Excavation) P: 292 Funding Source: Road Bond.
70. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of \$11,562.50 for Project 22IFB138 CR 366 (James Construction Group) P: 296 Funding Source: Road Bond.
71. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of \$22,263.50 for Project 22IFB141 CR 258 Extension (Joe Bland Construction) P: 277 Funding Source: Road Bond.
72. Discuss, consider, and take appropriate action regarding the Supplemental Utility Agreement with PEC for utility relocations on the Hairy Man Road Project, a Road Bond Project in Commissioner Precinct 3, P284.
73. Discuss, consider and take appropriate action on a possession and use agreement for transportation purposes with Daniel and Karen Vaughn for 0.577 acres needed as right of way on the Bagdad Rd. project (Parcel 30). Funding Source: Road Bonds P343
74. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.908 acres) required for the construction of CR 255. (Patricia Anderson / Parcel 13) Funding Source: TANS P588
75. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.121 acres) required for the construction of CR 255. (Patricia Anderson / Parcel 16) Funding Source: TANS P588
76. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.063 acres) required for the construction of CR 255. (Christopher Anderson and Amyjo Anderson / Parcel 18) Funding Source: TANS P588
77. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.958 acres) required for the construction of Hero Way/RM 2243. (Sairam Ventures LLC / Parcel 204 Funding Source: Road Bonds P326
78. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (4.773 acres) required for the construction of Hero Way / RM 2243. (Jay Harvey / Parcel 220) Funding Source: Road Bonds P326
79. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.325 acres as right of way and 0.105 acres for a drainage easement) required for the construction of Hero Way / RM 2243. (Heroway 15, LLC / Parcel 337) Funding Source: Road Bonds P326
80. 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)."***

81. 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: CR 332
  - b) Discuss the acquisition of real property for County Facilities.
  - c) Discuss the acquisition of real property for CR 255.
  - d) Discuss the acquisition of real property for CR 111.
  - e) Discuss the acquisition of real property for Corridor H
  - f) Discuss the acquisition of real property for future SH 29 corridor.
  - g) Discuss the acquisition of right-of-way for Hero Way.
  - h) Discuss the acquisition of right-of-way for Corridor C.
  - i) Discuss the acquisition of right-of-way for Corridor F.
  - j) Discuss the acquisition of right-of-way for Corridor D.
  - k) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
  - l) Discuss the acquisition of right-of-way for Reagan extension.
  - m) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
  - n) Discuss acquisition of right of way for Corridor E.
  - o) Discuss acquisition of right of way for Liberty Hill Bypass.
  - p) 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 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
  - d) Sale of property located 747 County Rd. 138 Hutto, 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
82. 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

83. 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:**

1. Motor Vehicle Accident Claim of Brunilda Montero

2. Employment Claims of Jenifer Favreau

3. Property damage claim from Jarrell- Schwertner Water Supply Corporation occurring on or about 04/20/2022 at 640 CR 375, Jarrell, Texas

**e. Other:**

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.

2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.

3. Legal matters pertaining to DM Medical Billings, LLC.

4. Legal matters relating to proposed Hutto TIRZ #3.

5. Legal matters pertaining to nuisance abatement procedures.

6. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

**84.** 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).

**85.** 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).

**86.** 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)

**87.** Discuss and take appropriate action concerning economic development.

**88.** Discuss and take appropriate action concerning real estate.

89. 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.

**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 No. 451-2023-00766 - K.B.

**d. Claims:**

1. Motor Vehicle Accident Claim of Brunilda Montero
2. Employment Claims of Jenifer Favreau
3. Property damage claim from Jarrell- Schwertner Water Supply Corporation occurring on or about 04/20/2022 at 640 CR 375, Jarrell, Texas

**e. Other:**

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

- 90.** 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.
- 91.** Comments from Commissioners.
- 92.** 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 2nd day of June 2023 at 2:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session**

**3.**

**Meeting Date:** 06/06/2023

LIT County Courts at Law

**Submitted By:** Sharrion Threadgill, County Court At Law #4

**Department:** County Court At Law #4

**Agenda Category:** Consent

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**Information**

**Agenda Item**

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

**Background**

Additional funds are needed for non-custodial mother-crt appt attorney

---

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0425-004134	Misdemeanor Cases - Court	\$20,000.00
To	0100-0425-004163	non-custodial mother-crt appt	\$20,000.00

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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Sharrion Threadgill

Final Approval Date: 05/22/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

05/22/2023 10:35 AM

05/22/2023 11:49 AM

Started On: 05/22/2023 10:17 AM

**Commissioners Court - Regular Session**

4.

**Meeting Date:** 06/06/2023

LIT County Courts at Law

**Submitted By:** Sharrion Threadgill, County Court At Law #4

**Department:** County Court At Law #4

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

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

**Background**

Additional funds are needed for jurors food FY22/23

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**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0425-004134	Misdemeanor cases-crt appt	\$1,000.00
To	0100-0425-004933	Food for Jurors	\$1,000.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Sharrion Threadgill

Final Approval Date: 05/30/2023

**Reviewed By**

Becky Pruitt

**Date**

05/30/2023 09:02 AM

Started On: 05/25/2023 10:29 AM

**Commissioners Court - Regular Session**

5.

**Meeting Date:** 06/06/2023

LIT for the County Courts at Law

**Submitted By:** Sharrion Threadgill, County Court At Law #4

**Department:** County Court At Law #4

**Agenda Category:** Consent

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**Information**

**Agenda Item**

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

**Background**

Additional funds are needed in non-custodial father court appointed attorney for FY 22/23

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**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0425-004134	Misdemeanor Cases - Court	\$20,000.00
To	0100-0425-004166	non-custodial father crt app	\$20,000.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Sharrion Threadgill

Final Approval Date: 05/22/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

05/22/2023 10:36 AM

05/22/2023 11:49 AM

Started On: 05/22/2023 10:28 AM

**Commissioners Court - Regular Session**

6.

**Meeting Date:** 06/06/2023

Line Item Transfer for Constable 4

**Submitted By:** Brian Olson, Constable Pct. #4

**Department:** Constable Pct. #4

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

The Constable Pct 4 Office has numerous Panasonic Toughbooks that have been identified by IT to be replaced in the upcoming FY23-24 budget. Some Panasonic components that are required, have an estimated lead time of 12-14 weeks delivery time. Recently, several machines have failed and IT has repaired or sent them back to Panasonic for repair under warranty. The warranty will be expiring before the end of this year. Funds in this current budget have been identified that can be used to replace the computers by delaying other approved purchases until the next fiscal budget.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM	0100.0554.003005	OFFICE FURNITURE < \$5000	\$7,917.12
FROM	0100.0554.005730	RADIO EQUIPMENT > \$5000	\$13,500.00
FROM	0100.0554.005740	COMPUTER EQUIPMENT > \$5000	\$4,950.00
TO	0100.0554.003010	COMPUTER EQUIPMENT < \$5000	\$35,234.84
FROM	0100.0554.003006	OFFICE EQUIPMENT < \$5000	\$3,002.71
FROM	0100.0554.003100	OFFICE SUPPLIES	\$1,000.00
FROM	0100.0554.003120	PRINTER SUPPLIES	\$848.00
FROM	0100.0554.003900	MEMBERSHIP DUES	\$1,435.00
FROM	0100.0554.003901	PUBLICATIONS/BOOKS	\$941.00
FROM	0100.0554.004350	PRINTED MATERIALS & BINDING	\$1,241.01
FROM	0100.0554.004410	BOND PREMIUMS	\$200.00
FROM	0100.0554.004718	PRE-EMPLOYMENT PHYSICAL	\$200.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Brian Olson

Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

06/01/2023 10:51 AM

06/01/2023 11:48 AM

Started On: 05/31/2023 04:43 PM

**Commissioners Court - Regular Session**

7.

**Meeting Date:** 06/06/2023

LIT

**Submitted By:** Michael Knipstein, EMS

**Department:** EMS

**Agenda Category:** Consent

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**Information**

**Agenda Item**

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

**Background**

Line item transfer to accommodate the payment of pre-employment physicals for new staff.

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**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0540-003010	Computer Equipment	\$1,081.00
To	0100-0540-004705	Pre-Employment Screening	\$1,081.00

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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Michael Knipstein

Final Approval Date: 05/25/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

05/24/2023 10:15 AM

05/25/2023 08:42 AM

Started On: 05/24/2023 09:23 AM

**Commissioners Court - Regular Session**

8.

**Meeting Date:** 06/06/2023

LIT

**Submitted By:** Michael Knipstein, EMS

**Department:** EMS

**Agenda Category:** Consent

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**Information**

**Agenda Item**

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

**Background**

Line item transfer to cover expenses through the remainder of the fiscal year due to increased costs on items.

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**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0540-003010	Computer Equipment	\$7,365.00
To	0100-0540-004210	Internet/Email Svs	\$7,365.00

---

**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 05/30/2023

**Reviewed By**

Becky Pruitt

**Date**

05/30/2023 09:01 AM

Started On: 05/25/2023 08:48 AM

**Commissioners Court - Regular Session**

9.

**Meeting Date:** 06/06/2023

Budget Line Item Transfer for Juvenile Services

**Submitted By:** Denise Carlson, Juvenile Services

**Department:** Juvenile Services

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

Juvenile Services is requesting a line item transfer from Residential Services to Dental in the amount of \$3,500.00. These funds will be used for dental procedures and check-ups for youth in our care. This year, we have experienced an increased and unanticipated need for these services and therefore are requesting increased funding to cover these expenses.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0576.004102	Residential Services	\$3,500.00
To	0100.0576.003317	Dental	\$3,500.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Denise Carlson

Final Approval Date: 05/30/2023

**Reviewed By**

Becky Pruitt

**Date**

05/30/2023 09:03 AM

Started On: 05/25/2023 11:25 AM

**Commissioners Court - Regular Session**

10.

**Meeting Date:** 06/06/2023

Animal Shelter Line Item Transfer

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

**Department:** Animal Services

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

**Background**

The Animal Shelter would like to transfer \$4,349.42 To 1107 Temp Salaries and \$332.73 to 2010 FICA \$332.73 from 3670 Use of Donations to supplement the lines for two temporary Animal Care Specialists. These temporary Animal Care Specialists will assist in the care and husbandry of the larger number of cats and dogs entering the shelter in the summer months.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0546.0546.003670	General Donations	\$4,682.15
To	0546.0546.001107	Temp Services	\$4,349.42
To	0546.0546.002010	FICA	\$332.73

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Misty Valenta

Final Approval Date: 05/25/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

05/24/2023 10:13 AM

05/25/2023 08:42 AM

Started On: 05/23/2023 10:05 AM

**Commissioners Court - Regular Session**

11.

**Meeting Date:** 06/06/2023

Line Item Transfer

**Submitted For:** Larry Gaddes

**Submitted By:** Mary Greenway, County Tax Assessor Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

Line Item Transfer requested to cover a budget shortfall due to an unpredicted price increase from TechCenter Design Inc. for Task Chairs.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0499-004212	Postage	\$2,800.00
To	0100-0499-003005	Office Furniture	\$2,800.00

**Attachments**

Task Chair

**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/22/2023 09:47 AM
Budget Office	Saira Hernandez	05/22/2023 11:43 AM
Tax Assessor (Originator)	Mary Greenway	05/23/2023 08:56 AM
County Judge Exec Asst.	Becky Pruitt	05/23/2023 09:00 AM
Budget Office	Saira Hernandez	05/23/2023 10:47 AM
Budget Office	Saira Hernandez	05/23/2023 10:47 AM
Form Started By: Mary Greenway		Started On: 05/18/2023 01:48 PM
Final Approval Date: 05/23/2023		



# QUOTATION

CREATED 3/30/2023  
 VALID THROUGH 5/29/2023  
 Prepared By Loretta Gray  
 Quote Filename Wilco Tax Office Task Chais - LG23-20230330/C

Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options	
<b>Tag 1: Purchasing</b>										
1.1	KISN88MC2	Signia Advanced Synchrotilt Task Chair, Mesh Back, 4D Arms	27	\$1,276.00	\$34,452.00	46.000	\$689.04	\$18,604.08		
		Back Mesh Color		Grey		/SCG				
		Lumbar option		No lumbar support (lumbar option under development)		/NLS				
		Base/frame finish		Black plastic base		/P				
		Backrest Frame/Arm Frame color		Black		/BLBR				
		Caster option		Multi-Surface Caster		/MSC				
		Upholstery Grade/Color		Compliance to TB 117-2013		/NFR				
		Upholstery Grade/Color		Pallas Fabric Group P1		GRPP1				
		P1 Pallas Fabric		HOLY COW		HOLY COW				
		HOLY COW		CARBON COPY		/27.144.101.P				
		<b>Lead Time: 4 - 6 Weeks; Ships from ONTARIO, CA</b> <b>Please Note: Leadtime calculated on 5/12/2023 and is subject to change.</b>								
<b>Tag 1: Purchasing</b>								<b>WorkGroup Product Subtotal</b>	<b>\$18,604.08</b>	

## Quote Summary

**Product SubTotal: \$18,604.08**  
**Estimated Sales Tax: See Notes**  
**Quote Total: \$18,604.08**

### NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.

### PROJECT LEAD TIME SUMMARY:

- Manufacturing lead time begins once the order is complete and acknowledged. Delivery dates are determined per order based on the longest lead time per shipping location and are confirmed on the order acknowledgement.
 

<u>Shipping Location</u>	<u>MFG Lead Time Range</u>
ONTARIO, CA	4 - 6 Weeks
- Lead times are subject to change based on quantities, manufacturing capacity and surface material selections. Laminate and/or fabrics outside the standard KI Ingrade program may have extended lead time.
- For more information or questions regarding delivery consolidation, contact KI Customer Service.

P.O. Box 91705  
 Austin, TX 78709

# Proposal

DATE	Quotation No.
5/12/2023	23-42991

Bill To:
WILLIAMSON COUNTY 904 S. Main St Georgetown, TX 78626

Bill To:
Wilco Tax Assessor 904 S. Main St. Georgetown, TX 78626 USA

Contract No.	PO NO.	TERMS	DELIVERY	Notes
		Net 20 days	5/12/2023	

ITEM No.	QTY	DESCRIPTION	UNIT	Unit Price	Amount
1		Installation			
		Installation and delivery of 27 task chairs	1	2,080.00	2,080.00
					\$2,080.00
					(0.0%) \$0.00
<b>TOTAL</b>					<b>\$2,080.00</b>

**Commissioners Court - Regular Session**

**12.**

**Meeting Date:** 06/06/2023

Line Item Transfer

**Submitted For:** Dale Butler

**Submitted By:** Gina Wrehsnig, Facilities Management

**Department:** Facilities Management

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

Need additional funds for the remainder of the FY for Job Advertisements.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100.0509.003105	Paper Supplies	\$1,100.00
To	0100.0509.004310	Advertising	\$1,100.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 05/30/2023

**Reviewed By**

Becky Pruitt

**Date**

05/30/2023 09:04 AM

Started On: 05/30/2023 07:22 AM

**Commissioners Court - Regular Session**

13.

**Meeting Date:** 06/06/2023

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, and any corresponding line item transfers.

**Background**

See attached documentation for details.

**Fiscal Impact**

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

Merit Report

Merit LIT

**Form Review**

**Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 06/01/2023

**Reviewed By**

Laura Drewry

Becky Pruitt

**Date**

06/01/2023 08:23 AM

06/01/2023 08:55 AM

Started On: 06/01/2023 08:15 AM

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Parks	Parks Maintenance Tech.1205.001100.	14650	\$36,590.44	\$1,097.72	3.00	\$37,688.16	-	MERIT	9-Jun-23
Parks	Assistant Expo Center GM.1691.001100.	16292	\$58,725.16	\$1,761.76	3.00	\$60,486.92	-	MERIT	9-Jun-23
Parks	Assistant Office Admin.1693.001100.	16365	\$46,769.32	\$1,402.96	3.00	\$48,172.28	-	MERIT	9-Jun-23

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0510	001100	4262.44	
01	0100	0510	001130		4262.44

**Commissioners Court - Regular Session**

14.

**Meeting Date:** 06/06/2023

Assets for Auction Monthly Report 6.6.23

**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 5/01/2023 through 5/31/2023.

**Background**

Please see the attached list for details.

**Fiscal Impact**

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

**Attachments**

Assets for Auction Monthly Report 5.31.23

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 05/31/2023

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

05/31/2023 02:44 PM

05/31/2023 02:56 PM

Started On: 05/15/2023 09:47 AM

\*May 2023

Monthly Report

Court Date:

6/6/2023

**Williamson County - Assets for Auction**

Agenda #:

31673

Item	Serial Number	Quantity	Department
Witness Chair from Courtroom		1	26th District Court
Witness Chair from Courtroom		1	26th District Court
Dell All-N-One Computer	00186-251-525-521	1	26th District Court
Plexigals Screens		33	26th District Court
Dell Latitude Laptop Model 3400	1019KT2	1	911 Communications
Dell Monitors P17Qst		7	911 Communications
Black Office Chair - broken		1	911 Communications
HP Laserjet Enterprise M506	See List	6	911 Communications
HP LaserJet Pro 400 M401DN	See List	4	911 Communications
Boxes of ink cartridges HP, Lexmark, Dell,		3	911 Communications
Rolling set of drawers w/file drawer		2	911 Communications
File Cabinet		1	911 Communications
Box of computer components, keyboards, mice, speakers		1	911 Communications
Dell Precision T1700	H369482	1	911 Communications
Monitor stands		21	911 Communications
Latitude 3390, Optiplex 3490, Latitude 5590 x2	See List	4	Building Maintenance
Optiplex 7010, Optiplex 7020, Optiplex 7060	See List	3	Building Maintenance
Latitude 5590	998VNF2	1	Commissioner 4 - admin
Office desk w/drawers brown wood grain veneer		1	Constable 2
Office desk w/drawers brown wood grain veneer		1	Constable 2
Office desk w/drawers brown wood grain veneer		1	Constable 2
Credenza w/drawers brown wood grain veneer		1	Constable 2
Panasonic CF-54 Toughbook	7J TSA75491	1	Constable 2
Black HON desk chair		1	County Attorney
Fellowes 225Ci shredder		1	County Attorney
HP Laserjet 4250n printer	CNRXX14579	1	County Attorney
Dell Optiplex 7060	JRD9DW2	1	County Attorney
Dell Optiplex 7060	JRD8DW2	1	County Attorney
Anchor Wireless microphone		1	County Attorney
Optiplex 7060	8RRG7X2, 8RRF7X2	2	Fleet Services
Optiplex 7020	5R65V52	1	Fleet Services
Black Office Chair		1	Human Resources
Office Chair Mat		1	Human Resources
Dell OptiPlex 7040	2H5J182	1	Information Systems
Canon Image Formula DR-6010C Scanner	FB321531	1	Information Systems
wireless keyboard		1	Information Systems
Dell OptiPlex 790	8ZZX1R1	1	Information Systems
Dell OptiPlex 7050	7J4Z0Q2	1	Information Systems
Dell Latitude 3500 Laptop	6SX2MW2	1	Information Systems
Black lateral filing cabinets		3	JP 1
Tan filing cabinet		1	JP 1
Fax Machine	U61639C4J499955	1	JP 2
Burgundy Chairs		2	JP 2
Small shelves		1	JP 2
Misc. box of office supplies		1	JP 2
Desk Riser		1	JP2
Toshiba DVD-VHS players	See List	4	Juvenile Services
Toshiba TV	8385130227, 8385180083	2	Juvenile Services
Peerless Wall TV Mount		10	Juvenile Services
TSK-Intercom Sytem Complete Component Data module		15	Juvenile Services
TSK Master Intercom Amp Module		8	Juvenile Services
Precision Electronics Power Amp		8	Juvenile Services
TSK 1 Power supply w/Card Capable Modules		12	Juvenile Services
TSK Parallel Data Output Module		1	Juvenile Services
Dell Desk Top 7440 AIO	See List	21	Juvenile Services
Dell Lap Top E6530	C33LJ02	1	Juvenile Services
EPSON printer WF4630	SCWY173622	1	Juvenile Services
Norix Detention Furniture (green chairs)		18	Juvenile Services
Norix Detention Furniture (chairs 2 seaters)		3	Juvenile Services
Dell Laptop E5430	See List	6	Juvenile Services
Toshiba DVD/VHSCD-V290	ED13208209	1	Juvenile Services

EB Audio meter Model 60-A	1488	1	Juvenile Services
Amano Pix-55 Time Recorder	352635782	1	Juvenile Services
Swingline Electric Punch 3 Punch Model 525	E186482	1	Juvenile Services
Xbox One console	1.66722E+11	1	Juvenile Services
HP Printer Deskjet 6988	my7b02r075	1	Juvenile Services
Alesis Elevate3 speaker system	ck140142721350, ck1411142730974	2	Juvenile Services
Philips Digital Color Camera LTC-0450/21A		10	Juvenile Services
AMX Integrated Access controller	595520S3329442	1	Juvenile Services
AMX AXB-TPI/3 Touch Panel Interface	5.975E+11	1	Juvenile Services
AMX PC2 Power Controller	675H4421129	1	Juvenile Services
AMX 1 box of misc cables and brackets		1	Juvenile Services
Wolf Vision VZ-8Plus over head projector	85889	1	Juvenile Services
PAVE Video System Plus Recorder	0204/002482	1	Juvenile Services
PAVE Video System Plus Misc Cables and Parts 1 Box		1	Juvenile Services
GE VHS	22770013	1	Juvenile Services
Toshiba DVD-/VHS	ED13208021	1	Juvenile Services
MA Power PD-915r	8100208	1	Juvenile Services
Extron Cross Series Switcher	674673002E12730	1	Juvenile Services
PolyCam VS4000	28260	1	Juvenile Services
Rane ME30B Graphic Equalizer		1	Juvenile Services
Shure SLM268 Microphone Mixer	30336734	1	Juvenile Services
PolyCom Quad BRI/512K	See List	3	Juvenile Services
PolyCom View Station FX	02F5F4, 02F5BC	2	Juvenile Services
PolyCom IR Receiver	3985	1	Juvenile Services
PolyCom 1 Box of Misc Cables		1	Juvenile Services
AdTran NTI ACE3 ISDN Network Termination Unit	See List	3	Juvenile Services
AMX AXB-Vol3 volume controller	5756S4424533	1	Juvenile Services
Dell Latitude E6530	C33LJ02	1	Juvenile Services
Peerless TV/VHS-DVD Wall Mounts		6	Juvenile Services
SHURE LX Marcard Diversity	122030557	1	Juvenile Services
Brother MFC 8500 Printer/fax/scanner	U56575L11746219	1	Juvenile Services
HP LazerJet Printer 4050N	US5BB361599	1	Juvenile Services
Dell E6530 Laptop	C32LJ02	1	Juvenile Services
Dell Docking Station Shelf OPW395	See List	2	Juvenile Services
Black 3 drawer file cabinet; broken locks		3	Juvenile Services
TV Stand		1	Juvenile Services
Small wooden 2 drawer side tables/mini desk		2	Juvenile Services
Dell Desk Top 7440 AIO	See List	6	Juvenile Services
Dell Desk Top 7440 AIO	See List	4	Juvenile Services
Rapiscan system Walk-Through Metal Detector	MS09130048	1	Juvenile Services
Samsung TV	AHBA3CSPA25300D	1	Juvenile Services
Sony Trinitron Color TV KV-32F5100	4021922	1	Juvenile Services
Dell Printer 2350dn	JL7Gn1	1	Juvenile Services
Geo Vision Cameras H.265 w/POE adapters		6	Juvenile Services
Optiplex 7020	6Q07B42	1	Juvenile Services
Optiplex 7050	D4RSXM2	1	Juvenile Services
Dell k17a docking station	87D-1660-A06, 888-8451-A06	2	Juvenile Services
Dell Monitors P17Qst	See List	5	Juvenile Services
Homemade cloth facemasks		81	Juvenile Services
Dell Optiplex 7440	See List	4	Juvenile Services
Dell Optiplex 7450 AIO	DWB3C02	1	Juvenile Services
Dell Monitors P17Qst	See List	6	Juvenile Services
Dell Monitor P17Qst	See List	5	Juvenile Services
Dell Monitor P170Sb	See List	3	Juvenile Services
RCA Colorview VHS Video Camera CC433 w/case	732440537	1	Juvenile Services
HP DeskJet Printer 960c	MY2221900P	1	Juvenile Services
Cortelco Telephones Wallmount	255400-VBA-20M	4	Juvenile Services
1 box old phones, 1 box S-Video cables		2	Juvenile Services
Boxes of old keyboards wired and wireless		2	Juvenile Services
Black 4 drawer file cabinet with key lock		4	Juvenile Services
Misc. office supplies		8	Juvenile Services
Rolling file cart		2	Juvenile Services
Metal cabinet		1	Sheriff's Office
Black Desk Chair		1	Sheriff's Office

Dell Monitor	CN-ODT0PH-74261-4CT-29RL	1	Sheriff's Office
Dell Optiplex 7050	JCHVXM2	1	Sheriff's Office
Dell Optiplex 9020	2BRF942	1	Sheriff's Office
Dell Optiplex 7010	DG9MCZ1	1	Sheriff's Office
Havis CF31 Docking Stations	DS PAN 111 2	78	Sheriff's Office
L3 Comm Voicelink Plus Charger Base	MV VLP2-2.4	20	Sheriff's Office
L3 Comm Voicelink Plus Charger Base	MV VLX CG 1.9	21	Sheriff's Office
L3 Comm Voicelink Plus Charger Base	MV VLX DS 1.9	3	Sheriff's Office
L3 Model microphone	MV VLX TR 1.9	1	Sheriff's Office
L3 Model microphone	MV VLP 2.4 TR	3	Sheriff's Office
Fingerprint Scanner	C8RET00765	1	Sheriff's Office
Dell Latitude	CK8QBH2	1	Sheriff's Office
L3 Comm in car camera	MVC310NL	7	Sheriff's Office
L3 Comm in car camera	MVC300NL	5	Sheriff's Office
L3 Comm in car camera recorder	Flashback2	18	Sheriff's Office
L3 Comm 3 in car camera screen	TFT 3.5" LCD Monitor	15	Sheriff's Office
11 HP Triton Generator	TMG009099 SR1202	1	Sheriff's Office
Black 4 drawer metal lateral file cabinet		1	Sheriff's Office
Dell Monitor 27"	C80J372	1	Sheriff's Office
Dell Monitor 27"	H80J372	1	Sheriff's Office
OptiPlex 7050 Desktop	83FPBM2	1	Sheriff's Office
OptiPlex 7070 Desktop	GMR2PX2	1	Sheriff's Office
OptiPlex 7010 Desktop	DG7MCZ1	1	Sheriff's Office
Dell Computer monitors		3	Sheriff's Office
Keyboard, mouse, speaker set		3	Sheriff's Office
OptiPlex 780 Desktop	BZW8XL1	1	Sheriff's Office
Dell Optiplex 7040	C25L2C2	1	Tax Assessor Collector
Dell Optiplex 7040	BHL6DD2	1	Tax Assessor Collector
Dell Optiplex 7040	7P1D1T2	1	Tax Assessor Collector
Dell Optiplex 7040	7P0J1T2	1	Tax Assessor Collector
Dell Optiplex 7040	7P1F1T2	1	Tax Assessor Collector
Dell Optiplex 7060	7P131T2	1	Tax Assessor Collector
Dell Optiplex 7060 Micro XC10	BFD5FW2	1	Tax Assessor Collector
Dell Optiplex 7060 Micro XC10	BFD6FW2	1	Tax Assessor Collector
Dell Optiplex 7070 Mini Computer	GKBGPY2	1	Tax Assessor Collector
Gun Safe	DH134E1239001590E	1	Tax Assessor Collector
Drop Safe	17056	1	Tax Assessor Collector
DVR/Monitor	5158	1	Tax Assessor Collector
Optiplex 7060	See List	3	Unified Road Systems
Optiplex 7050	CY3B9M2	1	Unified Road Systems

# Asset Status Change

Title:	i:0#.f membership dlewis@wilco.org - 01-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Witness Chair from Courtroom
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Witness Chair from Courtroom
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell All-N-One Computer
3. Manufacturer ID #:	00186-251-525-521
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	33
4. Description:	Plexigals Screens
4. Oracle Asset #:	NOT FOUND IN ORACLE
Transferring Dept.:	26th District
Transferring Dept. Contact Person	Debbie Lewis
Transferring Dept. Contact Ph#:	31226
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Debbie Lewis 11/1/2022 8:29 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	11/14/2022
Delivered to warehouse by:	Tony Hill

# Asset Status Change

Title:	i:0#.f membership jeff.spencer@wilco.org - 18-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	7
1. Description:	Delll Monitors
1. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Black Office Chair- broken
2. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	6
3. Description:	HP Laserjet Enterprise M506
3. Manufacturer ID #:	Oracle ID 210932 210930 210935 210931 210933 210934
3. Oracle Asset #:	210932, 210930, 210935, 210931, 210933, 210934
3. Condition of Assets:	Working
4. Quantity (Mandatory):	4
4. Description:	HP LaserJet Pro 400 M401DN
4. Manufacturer ID #:	Serial Number VNG3B01335 VNG3B01331 VNG3B02511 VNG3B02509 (not in our oracle)
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	3
5. Description	Boxes of ink cartridges (HP, Lexmark, Dell) Miscellaneous large boxes
5. Oracle Asset #	NOT AN ASSET PER ASSET GUIDELINES
5. 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:	<input checked="" type="checkbox"/> Kate Wolf 5/18/2023 11:13 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction

# Asset Status Change

Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/19/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f[membership]jeff.spencer@wilco.org - 04-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude Laptop Model 3400
1. Manufacturer ID #:	1019KT2
1. Oracle Asset #:	224293
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:	<input checked="" type="checkbox"/> Kate Wolf 5/4/2023 2:47 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/5/2023
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f membership jeff.spencer@wilco.org - 18-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Rolling set of drawers w/ file drawer
1. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory):::	1
2. Description:	File cabinet
2. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Box of computer components, keyboards, mice, speakers etc
3. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	DELL PRECISION T1700
4. Manufacturer ID #:	H369482 (Oracle # 151344)
4. Oracle Asset #:	151344
4. Condition of Assets:	Working
5. Quantity (Mandatory):	21
5. Description	Monitor Stands
5. Oracle Asset #	NOT AN ASSET PER ASSET GUIDELINES
5. 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:	<input checked="" type="checkbox"/> Kate Wolf 5/18/2023 11:12 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023

# Asset Status Change

Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/19/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership jmoore@wilco.org - 19-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Latitude 3390,Optiplex 3490 ,Latitude 5590 x2
1. Manufacturer ID #:	G96B4P2, J58FXS2, 11HD752, 8TC77S2
1. Oracle Asset #:	216030, 216116, NOT FOUND, 216112
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	3
2. Description:	Optiplex 7010, Optiplex 7020, Optiplex 7060
2. Manufacturer ID #:	1L4C842, 1K5KC42, DXCY2W2
2. Oracle Asset #:	116235, 119400, 220045
2. Condition of Assets:	Unknown
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Gina Wrehsnig
Transferring Dept. Contact Ph#:	512-943-1666
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Gina Wrehsnig 5/23/2023 8:42 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/23/2023
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f membership jmoore@wilco.org - 19-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Latitude 5590
1. Manufacturer ID #:	998VNF2
1. Oracle Asset #:	224135
1. Condition of Assets:	Unknown
Transferring Dept.:	Commissioner 4 - admin
Transferring Dept. Contact Person	Kelley Hernandez
Transferring Dept. Contact Ph#:	512-943-3762
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Kelley Hernandez 5/22/2023 10:03 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/22/2023
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f membership wbeechinor@wilco.org - 01-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Office Desk w/drawers - Brown Wood Grain Veneer 2.5 ft X 5.5 ft.
1. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory):::	1
2. Description:	Office Desk w/drawers - Brown Wood Grain Veneer 2.5 ft X 5 ft.
2. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Office Desk w/drawers - Brown Wood Grain Veneer 2 ft X 5 ft.
3. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Credenza w/drawers - Brown Wood Grain Veneer 1.5 ft X 5.5 ft.
4. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
4. Condition of Assets:	Working
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	William Beechinor
Transferring Dept. Contact Ph#:	2604270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ William Beechinor 5/1/2023 11:18 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:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/4/2023
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f membership wbeechinor@wilco.org - 04-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic CF-54 Toughbook
1. Manufacturer ID #:	S/N -7JTSA75491
1. Oracle Asset #:	206777
1. Condition of Assets:	Working
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	William Beechinor
Transferring Dept. Contact Ph#:	260-4270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> William Beechinor 5/4/2023 2:33 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/5/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership sloyd@wilco.org - 05-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7060
1. Manufacturer ID #:	JRD9DW2
1. Oracle Asset #:	224129
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7060
2. Manufacturer ID #:	JRD8DW2
2. Oracle Asset #:	224128
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Anchor Wireless microphone
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Non-Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1111
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 5/5/2023 4:39 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:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/8/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership sloyd@wilco.org - 12-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Black HON desk chair
1. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Fellowes 225Ci shredder
2. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	HP LaserJet 4250n printer
3. Manufacturer ID #:	s/n: CNRXX14579
3. Oracle Asset #:	45829
3. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	512-943-1111
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Stephanie Lloyd 5/12/2023 2:58 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/15/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership jmoore@wilco.org - 19-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Optiplex 7060
1. Manufacturer ID #:	8RRG7X2, 8RRF7X2
1. Oracle Asset #:	224272, 224273
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Optiplex 7020
2. Manufacturer ID #:	5R65V52
2. Oracle Asset #:	141311
2. Condition of Assets:	Unknown
Transferring Dept.:	Fleet Services
Transferring Dept. Contact Person	Kevin Teller
Transferring Dept. Contact Ph#:	512-943-3368
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Kevin Teller 5/19/2023 11:29 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/19/2023
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f membership kristin.mcgrath@wilco.org - 24-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Black Office Chair
1. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Office Chair Mat
2. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
Transferring Dept.:	Human Resources
Transferring Dept. Contact Person	Kristin McGrath
Transferring Dept. Contact Ph#:	512-943-1671
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Rebecca Clemons 5/24/2023 2:31 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673

# Asset Status Change

Title:	i:0#.f membership sarina.gonzalez@wilco.org - 02-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell OptiPlex 790 Wilco #4499
1. Manufacturer ID #:	8ZZX1R1
1. Oracle Asset #:	56691
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell OptiPlex 7050 Wilco #10071
2. Manufacturer ID #:	7J4Z0Q2
2. Oracle Asset #:	211932
2. 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:	<input checked="" type="checkbox"/> Holly Shell 5/2/2023 12:13 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673

# Asset Status Change

Title:	i:0#.f membership sarina.gonzalez@wilco.org - 09-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 3500 Laptop Wilco #15548
1. Manufacturer ID #:	6SX2MW2
1. Oracle Asset #:	240373
1. 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 5/9/2023 10:31 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:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/9/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership sarina.gonzalez@wilco.org - 15-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell OptiPlex 7040 Wilco #2904
1. Manufacturer ID #:	2H5J182
1. Oracle Asset #:	146435
1. 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 5/15/2023 3:00 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:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/16/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership sarina.gonzalez@wilco.org - 16-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Canon Image Formula DR-6010C Scanner Wilco #1788
1. Manufacturer ID #:	FB321531
1. Oracle Asset #:	68990
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	wireless keyboard
2. Manufacturer ID #:	NA
2. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
2. 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:	<input checked="" type="checkbox"/> Julie Schultz 5/16/2023 10:14 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/16/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership misty.lamb@wilco.org - 12-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Black lateral filing cabinets
1. Manufacturer ID #:	NA
1. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Tan filing cabinet
2. Manufacturer ID #:	NA
2. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
2. Condition of Assets:	Working
Transferring Dept.:	Justice of the Peace 1
Transferring Dept. Contact Person	Misty Lamb
Transferring Dept. Contact Ph#:	512-244-8691
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Misty Lamb 5/12/2023 12:46 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/15/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership sfriedman@wilco.org - 22-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Fax Machine
1. Manufacturer ID #:	U61639C4J499955
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Burgandy Chairs
2. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Small shelves
3. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Misc. box of office supplies
4. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	Desk Riser
5. Oracle Asset #	NOT AN ASSET PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Justice of the Peace 2
Transferring Dept. Contact Person	Sheri Friedman
Transferring Dept. Contact Ph#:	512-260-4253
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Melissa East 5/22/2023 4:04 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023

# Asset Status Change

Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/23/2023
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 07-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Toshiba DVD-VHS Players
1. Manufacturer ID #:	ED13208211; ED13209014; ED13208070; ED13208065
1. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	Toshiba TV
2. Manufacturer ID #:	8385130227; 8385180083
2. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	10
3. Description:	Peerless Wall TV Mount
3. Manufacturer ID #:	Wall Mounts No Ser #
3. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
3. Condition of Assets:	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> John Pelczar 5/15/2023 3:08 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	9/7/2022
Delivered to warehouse by:	Tony Hill

# Asset Status Change

Title:	i:0#.f membership ashley.culin@wilco.org - 29-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	81
1. Description:	HOMEMADE CLOTH FACEMASKS
1. Manufacturer ID #:	NA
1. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Ashley Culin
Transferring Dept. Contact Ph#:	5129433213
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> John Pelczar 5/19/2023 11:18 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 07-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	15
1. Description:	TSK- Intercom System Complete- Componet Data module
1. Manufacturer ID #:	Componet Data Madules
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	8
2. Description:	TSK Master Intercom Amp Module
2. Manufacturer ID #:	Master Intercom Modules
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	8
3. Description:	Precision Electronics Power Amp
3. Manufacturer ID #:	Precision Electronics Power Amp Modules
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	12
4. Description:	TSK 1 Power Supply with TSK Card Capable Modules
4. Manufacturer ID #:	Power Supply with Card Data Holders
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	TSK Paralle Data Output Module
5. Manufacturer ID #	No Numbers 1 Module
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> John Pelczar 5/15/2023 3:08 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>

# Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	X
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	9/7/2022
Delivered to warehouse by:	Tony Hill

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 16-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Dell Optiplex 7440
1. Manufacturer ID #:	67SY902; D4ZG182; 7919GK2; J7JLB02
1. Oracle Asset #:	146404, 146416, 196675, 182620
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7450 AIO
2. Manufacturer ID #:	DWB3C02
2. Oracle Asset #:	207847
2. Condition of Assets:	Working
3. Quantity (Mandatory):	6
3. Description:	Dell Monitors P1708FPf
3. Manufacturer ID #:	88D-4425-A00; 88D-229-ANTU; 65M-AGMK; 8B0-59ES; 79Q-4CJS; 6BH-87FU
3. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	5
4. Description:	Dell Monitor P17Qst
4. Manufacturer ID #:	OBA-BXRU; OC4-254U; OBA-D4PU; OBA-BVTU; 9CM-APYU
4. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	3
5. Description	Dell Monitor P170Sb
5. Manufacturer ID #	21G-1GMU; 2CJ-21EU; 143-0D2U
5. Oracle Asset #	NOT AN ASSET PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	 John Pelczar 5/19/2023 11:19 AM

# Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	X
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	X
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/22/2023
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 07-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	21
1. Description:	Dell Desk Top 7440 AIO
1. Manufacturer ID #:	J5JLB02; BLJLB02; 5KJLB02; 15JLB02; 28JLB02; 7BJLB02; 6LJLB02; H3JLB02; H6JLB02; 3LJLB02; 8MJLB02; 38JLB02; GMJLB02; 4BJLB02; 96SY902; 85SY902; 36SY902; D7SY902; D4SY902; 37SY902; D4XG182
1. Oracle Asset #:	182619, 182622, 182605, 182621, 182597, 182608, 182607, 182617, 182618, 182602, 182611, 182599, 182616, 182603, 146408, 146407, 146422, 146419, 146412, 146397, 146414
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Lap Top E6530
2. Manufacturer ID #:	C33LJ02
2. Oracle Asset #:	80161
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	EPSON Printer WF4630
3. Manufacturer ID #:	SCWY173622
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ John Pelczar 5/15/2023 3:08 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:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	9/7/2022
Delivered to warehouse by:	Tony Hill

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 16-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	RCA Colorview VHS Video Camera CC433 With case
1. Manufacturer ID #:	732440537
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	HP DeskJet Printer 960c
2. Manufacturer ID #:	MY2221900P
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	4
3. Description:	Cortelco Telephones Wallmount
3. Manufacturer ID #:	255400-VBA-20M
3. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	1 Box old Phones; 1 Box S-Video cables
4. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	2
5. Description	2 Boxes of old key boards wired and wireless.
5. Manufacturer ID #	various bothg Dell and Logtech
5. Oracle Asset #	NOT AN ASSET PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-643-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ John Pelczar 5/19/2023 11:19 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

# Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	X
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/22/2023
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 26-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	18
1. Description:	Norix Detention Furniture (Green Chairs)
1. Manufacturer ID #:	Unkown
1. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	Norix Detention Furniture (Chairs 2 seaters)
2. Manufacturer ID #:	Unknown
2. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
2. Condition of Assets:	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> John Pelczar 5/15/2023 3:09 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 29-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	6
1. Description:	Dell Laptop E5430
1. Manufacturer ID #:	FGY6PX1; BCZXW1; 1M719W1; 3 WITH NO SERIAL NUMBERS
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Toshiba DVD/ VHSCD-V290
2. Manufacturer ID #:	ED13208209
2. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	EB Audiometer Model 60-A
3. Manufacturer ID #:	1488
3. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Amano Pix-55 Time Recorder
4. Manufacturer ID #:	352635782
4. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Swingline Electric Punch 3 Punch Model 525
5. Manufacturer ID #	E186482
5. Oracle Asset #	NOT AN ASSET PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> John Pelczar 5/15/2023 3:09 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>

# Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	X
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/16/2023
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 29-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	XBox One Console
1. Manufacturer ID #:	166721553948
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	HP Printer Deskjet 6988
2. Manufacturer ID #:	my7b02r075
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	2
3. Description:	Alesis Elevate3 speaker system
3. Manufacturer ID #:	ck140142721350; ck1411142730974
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	10
4. Description:	Philips Digital Color Camera LTC-0450/21A
4. Manufacturer ID #:	NO SERIAL NUMBERS
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> John Pelczar 5/15/2023 3:10 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673

# Asset Status Change

Asset(s) delivered to warehouse on:	5/16/2023
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 30-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Extron Cross Series Switcher
1. Manufacturer ID #:	674673002E12730
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	PolyCom VS4000
2. Manufacturer ID #:	028260
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Rane ME30B Graphic Equalizer
3. Manufacturer ID #:	No Serial Number
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Shure SLM268 Microphone Mixer
4. Manufacturer ID #:	00030336734
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	3
5. Description	PolyCom Quad BRI/512K
5. Manufacturer ID #	82025001A2F2A1; 82025001A26FA1; 82024901A218A1
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> John Pelczar 5/15/2023 3:10 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>

# Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	X
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/16/2023
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 30-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	PolyCom ViewStation FX
1. Manufacturer ID #:	02F5F4; 02F5BC
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	PolyCom IR Receiver
2. Manufacturer ID #:	003985
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	PolyCom 1 Box of Misc Cables
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	3
4. Description:	AdTran NTI ACE3 ISDN Network Termination Unit
4. Manufacturer ID #:	BC42A2499; BC42A2576; BC42A2515
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	AMX AXB-Vol3 Volume Controler
5. Manufacturer ID #	5756S4424533
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	8512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> John Pelczar 5/15/2023 3:10 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>

# Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	X
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/16/2023
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 30-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	AMX Integrated Access Controller
1. Manufacturer ID #:	595520S3329442
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	AMX AXB-TPI/3 Touch Panel Interface
2. Manufacturer ID #:	597500232463
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	AMX PC2 Power Controiller
3. Manufacturer ID #:	675H4421129
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	AMX 1 box on Misc Cables and Brakets
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Wolf Vision VZ-8Plus Over Head Projector
5. Manufacturer ID #	085889
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> John Pelczar 5/15/2023 3:10 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>

# Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	X
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/16/2023
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f membership robertlopez@wilco.org - 30-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	PAVE Video System Plus Recorder
1. Manufacturer ID #:	0204/002482
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	PAVE Video System Plus Misc Cables and Parts 1 Box
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	GE VHS
3. Manufacturer ID #:	022770013
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Toshiba DVD/VHS
4. Manufacturer ID #:	ED13208021
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	MA Power PD-915r
5. Manufacturer ID #	08100208
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> John Pelczar 5/15/2023 3:11 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>

# Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	X
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/16/2023
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 30-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	SHURE LX Marcard Diversity
1. Manufacturer ID #:	0122030557
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Brother MFC 8500 Printer/fax/scanner
2. Manufacturer ID #:	U56575L1J746219
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	HP LazerJet Printer 4050N
3. Manufacturer ID #:	USSBB361599
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell E6530 Laptop
4. Manufacturer ID #:	C32LJ02
4. Oracle Asset #:	80170
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	Dell Docking Station Shelf OPW395
5. Manufacturer ID #	CN-OPW395-73901-OBN-2205-A01; CN-OWP395-73901-OBN-2205-A01
5. Oracle Asset #	NOT AN ASSET PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	 John Pelczar 5/15/2023 3:11 PM

# Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✕
Receiving Dept. - Elected Offic./Dept. Head/Auth Staff Signature:	✕
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/16/2023
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f membership ashley.culin@wilco.org - 13-01-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	BLACK 3 DRAWER FILE CABINET; BROKEN LOCKS
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	TV STAND
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	2
3. Description:	SMALL WOODEN 2 DRAWER SIDE TABLES/MINI DESK
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Ashley Culin
Transferring Dept. Contact Ph#:	5129433213
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> John Pelczar 5/15/2023 3:11 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 26-01-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	6
1. Description:	Dell Desk Top 7440 AIO
1. Manufacturer ID #:	D4X9182; 2MJLB02; FGJLB02; G5SY902; 3JJLB02; 66JLB02
1. Oracle Asset #:	146413, 182598, 182615, 146420, 182601, 182606
1. Condition of Assets:	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> John Pelczar 5/15/2023 3:12 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/16/2023
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 01-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Dell Desk Top 7440 AIO
1. Manufacturer ID #:	8LJLB02; G7SY902; J7JLB02; 56SY902
1. Oracle Asset #:	182610, 146421, 182620, 146401
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Rapiscan System Walk-Through Metal Detentor
2. Manufacturer ID #:	MSO9130048
2. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Samsung TV
3. Manufacturer ID #:	AHBA3CSPA25300D
3. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Sony Trinitron Color TV KV-32FS100
4. Manufacturer ID #:	4021922
4. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Printer 2350dn
5. Manufacturer ID #	JJL7GN1
5. Condition of Assets	Non-Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> John Pelczar 5/15/2023 3:12 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>

# Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	X
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/16/2023
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 15-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	6
1. Description:	Geo Vision Cameras H.264 with POE Adapters
1. Manufacturer ID #:	H.264 Cube Cameras
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Optiplex 7020
2. Manufacturer ID #:	6Q07B42
2. Oracle Asset #:	119260
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Optiplex 7050
3. Manufacturer ID #:	D4RSXM2
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	Dell k17a docking station
4. Manufacturer ID #:	87D-1660-A06;888-8451-A06
4. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	5
5. Description	Dell Monitors P17Qst
5. Manufacturer ID #	oba-bxru; oc4-254u; oba-d4pu; oba-bvtu; 9cm-apyu
5. Oracle Asset #	NOT AN ASSET PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> John Pelczar 5/15/2023 3:05 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>

# Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	X
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/16/2023
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 23-03-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude E6530
1. Manufacturer ID #:	C33LJ02
1. Oracle Asset #:	80161
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	6
2. Description:	Peerless TV/VHS-DVD Wall Mounts
2. Manufacturer ID #:	Unknown
2. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
2. Condition of Assets:	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> John Pelczar 5/15/2023 3:07 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673

# Asset Status Change

Title:	i:0#.f membership ashley.culin@wilco.org - 29-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	BLACK 4 DRAWER FILE CABINET WITH KEY LOCK
1. Manufacturer ID #:	NA
1. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Ashley Culin
Transferring Dept. Contact Ph#:	5129433213
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> John Pelczar 5/19/2023 11:18 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673

# Asset Status Change

Title:	i:0#.f membership ashley.culin@wilco.org - 23-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	8
1. Description:	MISC. OFFICE SUPPLIES
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	ROLLING FILE CART
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
2. Condition of Assets:	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Ashley Culin
Transferring Dept. Contact Ph#:	512-943-3213
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> John Pelczar 5/23/2023 4:31 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673

# Asset Status Change

Title:	i:0#.f membership mjohnson@wilco.org - 19-04-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7050
1. Manufacturer ID #:	JCHVXM2
1. Oracle Asset #:	206685
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 9020
2. Manufacturer ID #:	2BRF942
2. Oracle Asset #:	119299
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Optiplex 7010
3. Manufacturer ID #:	DG9MCZ1
3. Oracle Asset #:	77320
3. Condition of Assets:	Unknown
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:	<input checked="" type="checkbox"/> Pat Erickson 4/26/2023 1:19 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023

# Asset Status Change

Title:	i:0#.f membership mjohnson@wilco.org - 26-04-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Fingerprint Scanner
1. Manufacturer ID #:	C8RET00765
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude
2. Manufacturer ID #:	CK8QBH2
2. Oracle Asset #:	193719
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:	<input checked="" type="checkbox"/> Pat Erickson 5/2/2023 10:13 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/2/2023
Delivered to warehouse by:	Tony Hill

# Asset Status Change

Title:	i:0#.f membership starlahall@wilco.org - 02-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OptiPlex 7050 Desktop
1. Manufacturer ID #:	83FPBM2
1. Oracle Asset #:	204727
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	OptiPlex 7070 Desktop
2. Manufacturer ID #:	GMR2PX2
2. Oracle Asset #:	224203
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	OptiPlex 7010 Desktop
3. Manufacturer ID #:	DG7MCZ1
3. Oracle Asset #:	77211
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	3
4. Description:	Dell Computer monitors
4. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	3
5. Description	Keyboard, mouse, speaker set
5. Oracle Asset #	NOT AN ASSET 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:	<input checked="" type="checkbox"/> James D. Carmona 5/2/2023 1:48 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>

# Asset Status Change

Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/5/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership mark.stevens@wilco.org - 22-02-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	20
1. Description:	L3 COMM VOICELINK PLUS CHARGER BASE
1. Manufacturer ID #:	MV VLP2-2.4
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	21
2. Description:	L3 COMM VOICELINK PLUS CHARGER BASE
2. Manufacturer ID #:	MV VLX CG 1.9
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	3
3. Description:	L3 COMM VOICELINK PLUS CHARGER BASE
3. Manufacturer ID #:	MV VLX DS 1.9
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	L3 MODEL MICROPHONE
4. Manufacturer ID #:	MV VLX TR1.9
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	3
5. Description	L3 MODEL MICROPHONE
5. Manufacturer ID #	MV VLP2.4TR
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mark Stevens
Transferring Dept. Contact Ph#:	5129433373
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> James David 5/10/2023 3:27 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>

# Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	X
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673

# Asset Status Change

Title:	i:0#.f membership mark.stevens@wilco.org - 22-02-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	7
1. Description:	L3 COMM IN CAR CAMERA
1. Manufacturer ID #:	MVC310NL
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	5
2. Description:	L3 COMM IN CAR CAMERA
2. Manufacturer ID #:	MVC300NL
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	18
3. Description:	L3 COMM IN CAR CAMERA RECORDER
3. Manufacturer ID #:	FLASHBACK2
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	15
4. Description:	L3 COMM 3IN CAR CAMERA SCREEN
4. Manufacturer ID #:	TFT 3.5" LCD MONITOR
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mark Stevens
Transferring Dept. Contact Ph#:	5129433373
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> James David 5/10/2023 3:28 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673

# Asset Status Change

Title:	i:0#.f membership mark.stevens@wilco.org - 27-04-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	11HP TRITON GENERATOR
1. Manufacturer ID #:	TMG009099 SR1202
1. Oracle Asset #:	46949
1. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mark Stevens
Transferring Dept. Contact Ph#:	5129433373
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ James David 5/10/2023 3:28 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:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/15/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership mjohnson@wilco.org - 13-04-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Metal cabinet
1. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Black Desk Chair
2. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Dell Monitor
3. Manufacturer ID #:	CN-0DT0PH-74261-4CT-29RL
3. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
3. 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 4/26/2023 1:18 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:	6/6/2023

# Asset Status Change

Title:	i:0#.f membership terri.countess@wilco.org - 07-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	BLACK 4 DRAWER METAL LATERAL FILE CABINET
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Virginia Johnson
Transferring Dept. Contact Ph#:	5129431316
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 5/2/2023 10:13 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:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/2/2023
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f membership mjohnson@wilco.org - 01-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Monitor 27"
1. Manufacturer ID #:	C80J372
1. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Monitor 27"
2. Manufacturer ID #:	H80J372
2. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
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:	<input checked="" type="checkbox"/> Pat Erickson 5/2/2023 10:14 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/2/2023
Delivered to warehouse by:	Tony Hill

# Asset Status Change

Title:	i:0#.f membership mark.stevens@wilco.org - 22-02-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	78
1. Description:	HAVIS CF31 DOCKING STATION
1. Manufacturer ID #:	DS PAN 111 2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mark Stevens
Transferring Dept. Contact Ph#:	5129433373
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> James David 5/10/2023 3:27 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	30673

# Asset Status Change

Title:	i:0#.f membership starlahall@wilco.org - 12-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OptiPlex 780 Desktop
1. Manufacturer ID #:	BZW8XL1
1. Oracle Asset #:	53809
1. 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 5/12/2023 1:22 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:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/15/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership mary.greenway@wilco.org - 25-04-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7040
1. Manufacturer ID #:	C25L2C2
1. Oracle Asset #:	158393
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7040
2. Manufacturer ID #:	BHL6DD2
2. Oracle Asset #:	163537
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	1/17/19, Dell Optiplex 7040
3. Manufacturer ID #:	7P1D1T2
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	1/17/19, Dell Optiplex 7040
4. Manufacturer ID #:	7P0J1T2
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	1/17/19, Dell Optiplex 7040
5. Manufacturer ID #	7P1F1T2
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Mary Greenway
Transferring Dept. Contact Ph#:	512-943-1954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Matt Johnson 4/28/2023 3:27 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>

# Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	X
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/2/2023
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f membership mary.greenway@wilco.org - 25-04-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	1/17/19, Dell Optiplex 7060
1. Manufacturer ID #:	7P131T2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	5/31/19, Dell Optiplex, 7060, Micro XC10
2. Manufacturer ID #:	BFD5FW2
2. Oracle Asset #:	224134
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	5/31/19, Dell OPTiplex 7060, Micro XC10
3. Manufacturer ID #:	BFD6FW2
3. Oracle Asset #:	224133
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	9/24/19, Dell Optiplex 7070, Mini Computer
4. Manufacturer ID #:	GKKBGPY2
4. Oracle Asset #:	227190
4. Condition of Assets:	Working
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Mary Greenway
Transferring Dept. Contact Ph#:	512-943-1954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Matt Johnson 5/1/2023 12:01 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673

# Asset Status Change

Asset(s) delivered to warehouse on:	5/2/2023
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f membership mary.greenway@wilco.org - 09-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Gun Safe
1. Manufacturer ID #:	DH134E1239001590E
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Drop Safe
2. Manufacturer ID #:	17056
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DVR/Monitor
3. Manufacturer ID #:	5158
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Mary Greenway
Transferring Dept. Contact Ph#:	5129431954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> matt johnson 5/15/2023 12:29 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/15/2023
Delivered to warehouse by:	Brian Kammerer

# Asset Status Change

Title:	i:0#.f membership jmoore@wilco.org - 19-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Optiplex 7060
1. Manufacturer ID #:	5GTZ0T2, 5FW11T2, 5FW21T2
1. Oracle Asset #:	216132, 216135, 216134
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Optiplex 7050
2. Manufacturer ID #:	CY3B9M2
2. Oracle Asset #:	204707
2. Condition of Assets:	Unknown
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Kelly Murphy
Transferring Dept. Contact Ph#:	512-943-3331
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Kelly Murphy 5/19/2023 12:16 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Agenda Item:	31673
Asset(s) delivered to warehouse on:	5/19/2023
Delivered to warehouse by:	Joshua Henderson

**Commissioners Court - Regular Session**

15.

**Meeting Date:** 06/06/2023

Assets for Destruction Monthly Report 6.6.23

**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 5/01/2023 through 5/31/2023.

**Background**

Please see the attached list for details.

**Fiscal Impact**

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

Assets for Destruction Monthly Report 5.31.23

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 05/31/2023

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

05/31/2023 02:45 PM

05/31/2023 02:56 PM

Started On: 05/15/2023 09:47 AM

"May 2023

Monthly Report

Court Date:

6/6/2023

**Williamson County - Assets for Destruction**

Agenda #:

31673

Item	Serial Number	Quantity	Department
Toshiba Color TV Model 27A32	See List	6	Juvenile Services
Toshiba VHS/DVD Player Model DS-V29U	See List	2	Juvenile Services
Outdoor storage plastic manufacture shed		1	Juvenile Services
Whirlpool Washer Machine	C93130874	1	Juvenile Services

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 26-10-2022
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Out Door Storage Plastic Manufacture Shed 8X10
1. Manufacturer ID #:	None
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	 John Pelczar 5/15/2023 3:09 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:	6/6/2023
Agenda Item:	31674

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 23-03-2022
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	6
1. Description:	Toshiba Color TV Model 27A32
1. Manufacturer ID #:	8385179341B; 8385175645B; 8385177583B; 8385179705B; 8385174952B; 8385179583B
1. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES, NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Toshiba VHS/DVD Player Model SD-V29U
2. Manufacturer ID #:	ED13208065; ED13208065
2. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES, NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ John Pelczar 5/15/2023 3:07 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:	6/6/2023
Agenda Item:	31674

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 19-05-2023
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Whirlpool Washer Machine WTW4855HW1
1. Manufacturer ID #:	C93130874
1. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> John Pelczar 5/19/2023 11:21 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Destruction
Court Date:	6/6/2023
Agenda Item:	31674
Asset(s) delivered to warehouse on:	5/22/2023
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f membership melissa.astrowski@wilco.org - 10-05-2023
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Office Desk Top Hutch
1. Manufacturer ID #:	none
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
Transferring Dept.:	Pretrial Services
Transferring Dept. Contact Person	Jamie Carrillo
Transferring Dept. Contact Ph#:	512-943-1496
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Jamie Carrillo 5/23/2023 2:24 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Destruction
Court Date:	6/6/2023
Agenda Item:	31674

# Asset Status Change

Title:	i:0#.f membership starlahall@wilco.org - 15-05-2023
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Book Shelf
1. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
1. Condition of Assets:	Non-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:	<input checked="" type="checkbox"/> James D. Carmona 5/15/2023 10:06 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input type="checkbox"/>
Purchasing Final Determination	Destruction
Court Date:	6/6/2023
Agenda Item:	31674

**Commissioners Court - Regular Session**

16.

**Meeting Date:** 06/06/2023

Assets for Transfer Monthly Report 6.6.23

**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 5/01/2023 through 5/31/2023.

**Background**

Please see the attached list for details.

**Fiscal Impact**

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

Assets for Transfer Monthly Report 5.31.23

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 05/31/2023

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

05/31/2023 02:45 PM

05/31/2023 02:57 PM

Started On: 05/15/2023 09:48 AM

\*May 2023

Monthly Report

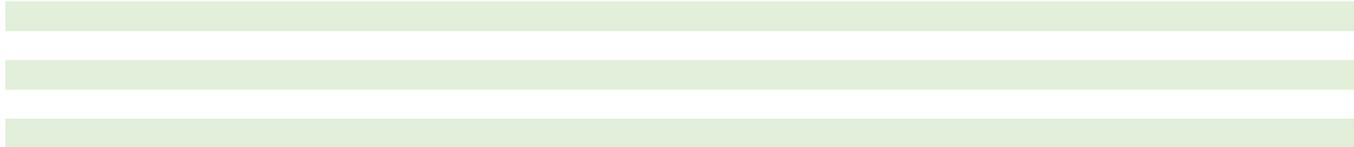
Court Date:

6/6/2023

**Williamson County - Assets for Transfer**

Agenda #:

Item	Serial Number	Quantity	From Department	To Department
Office Chairs - Green		2	911 Communications	County Clerk
Dell OptiPlex 7070	GMR1PX2	1	Auction	Fleet Services
Panasonic KV-S1045C Scanner	See List	3	County Auditor	County Clerk
Panasonic KV-S1045C Scanner	See List	3	County Auditor	County Clerk
Desk w/glass top		1	JP 2	CSCD - County Purchased
Electronic Desk Riser		1	JP 2	CSCD - County Purchased



# Asset Status Change

Title:	i:0#.f membership jeff.spencer@wilco.org - 26-04-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Office Chairs- Green
1. Manufacturer ID #:	Not in oracle
1. Oracle Asset #:	NOT AN ASSET 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:	<input checked="" type="checkbox"/> Katherine Wolf 4/26/2023 9:53 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
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:	<input checked="" type="checkbox"/> Nancy E. Rister 4/26/2023 10:25 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	6/6/2023

# Asset Status Change

Title:	i:0#.f membership julie.schultz@wilco.org - 19-05-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell OptiPlex 7070 Wilco #11627
1. Manufacturer ID #:	GMR1PX2
1. Oracle Asset #:	224202
1. Condition of Assets:	Working
Transferring Dept.:	Auction
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Julie Schultz 5/19/2023 10:28 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Dept.	Fleet Services
Receiving Department Contact Person:	Kevin Teller
Receiving Dept. Contact Ph#:	512-943-3368
Receiving Dept. - Elect. Offic./Dept. Head/Auth Staff:	Kevin Teller
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input checked="" type="checkbox"/> Kevin Teller 5/19/2023 10:34 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	6/6/2023
Agenda Item:	31676

# Asset Status Change

Title:	i:0#.f membership roxanne.salone@wilco.org - 24-04-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	PANASONIC KV-S1045C SCANNER
1. Manufacturer ID #:	B4136RF2745, B4136RF2871, B4136RF2796
1. Oracle Asset #:	77271, 77275, 77273
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	PANASONIC KV-S1045C SCANNER
2. Manufacturer ID #:	B4135RF2594, B412XRF2518, B4135RF2607
2. Oracle Asset #:	113253, 113257, 113255
2. Condition of Assets:	Working
Transferring Dept.:	County Auditor
Transferring Dept. Contact Person	Nathan Zinsmeyer
Transferring Dept. Contact Ph#:	512-943-1561
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> Julie Kiley 4/25/2023 4:22 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Dept.	County Clerk
Receiving Department Contact Person:	Bradley Weems
Receiving Dept. Contact Ph#:	512-943-1151
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Nancy Rister
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input checked="" type="checkbox"/> Nancy E. Rister 4/26/2023 10:54 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	6/6/2023

# Asset Status Change

Title:	i:0#.f membership sfriedman@wilco.org - 24-04-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Desk w/glass top
1. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
1. 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:	<input checked="" type="checkbox"/> Melissa East 4/24/2023 2:58 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>
Receiving Dept.	CSCD - County Purchased
Receiving Department Contact Person:	Martin Sanchez
Receiving Dept. Contact Ph#:	512-943-3550
Receiving Dept. - Elect. Offic./Dept. Head/Auth Staff:	Melissa Ramos
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	<input checked="" type="checkbox"/> Melissa Ramos 4/25/2023 11:23 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	6/6/2023

# Asset Status Change

Title:	i:0#.f membership sfriedman@wilco.org - 22-05-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Electronic Desk Riser
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Justice of the Peace 2
Transferring Dept. Contact Person	Sheri Friedman
Transferring Dept. Contact Ph#:	512-260-4253
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Melissa East 5/23/2023 9:00 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	CSCD - County Purchased
Receiving Department Contact Person:	Melissa Ramos
Receiving Dept. Contact Ph#:	512-943-3504
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Melissa Ramos
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Melissa Ramos 5/23/2023 9:40 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	6/6/2023
Agenda Item:	31676

**Commissioners Court - Regular Session**

17.

**Meeting Date:** 06/06/2023

Capital Asset for Auction from Juvenile Services

**Submitted For:** Joy Simonton

**Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the disposal of various county capital assets valued over 5K through Auction including twelve (12) Automation Display Boards and one (1) bundle of electrical data cables, pursuant to Texas Local Government Code 263.152.

**Background**

Please see the attached list for details.

**Fiscal Impact**

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

Capital Assets for Auction

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 05/31/2023

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

05/31/2023 02:46 PM

05/31/2023 02:58 PM

Started On: 05/16/2023 04:11 PM

# Asset Status Change

Title:	i:0#.f membership robertolopez@wilco.org - 07-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Capital Asset (greater than \$5000)
1. Quantity (Mandatory):	9
1. Description:	Automation Display Board AFD-G610E
1. Manufacturer ID #:	32709; 32708; 32707; 32706; 32705; 32704; 32703; 32710; 32698
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Automation Display Board AFD-Q610Ar3
2. Manufacturer ID #:	42404
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Automation Display Board AFD-G610L
3. Manufacturer ID #:	32699
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Automation Display Board AFD-G610B
4. Manufacturer ID #:	32697
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Bundel of Electrical Data Cables
5. Manufacturer ID #	Unknown
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	<input checked="" type="checkbox"/> John Pelczar 5/15/2023 3:08 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	<input type="checkbox"/>

# Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	X
Purchasing Final Determination	Auction
Court Date:	6/6/2023
Asset(s) delivered to warehouse on:	9/7/2022
Delivered to warehouse by:	Tony Hill

**Commissioners Court - Regular Session**

18.

**Meeting Date:** 06/06/2023

Vehicle Status Change Assets for Auction

**Submitted For:** Joy Simonton

**Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) Ford F150 Vin #0224, pursuant to Texas Local Government Code 263.152.

**Background**

Please see the attached for details.

**Fiscal Impact**

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

VSC Ford F150 Jail 0224

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 05/31/2023

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

05/31/2023 03:22 PM

05/31/2023 03:40 PM

Started On: 05/19/2023 02:31 PM

County VIN/Serial Number	1FTRX12W16KC90224
Make	FORD
License Plate	BXM1822
Year	2006
Model	F150
Reason for Status Change	ACCIDENT
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Kathleen Pokluda
Equipment/Door Number	SB0612
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Repair costs exceed value
Comments (mileage, mechanical issues, other info)	
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	6/6/2023
VSC Review	
Department	570 - Jail
Receiving Department	
Short VIN	0224
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes

Workflow Process Notes	
2021 VSC Workflow	
Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	Confirmed
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ Kathleen Pokluda 5/19/2023 10:31 AM
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 5/19/2023 12:13 PM
Authorizing Risk Employee Signature	✔ Malea Schmitt 5/19/2023 2:09 PM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 5/19/2023 2:19 PM
Purchasing Department Signature	✔ Mary Watson 5/19/2023 2:25 PM
DeparAuthSignedCalculated	No
ReceivingDeptaauthsigcalculated	EMPTY
ID	22
Version	7.0
Attachments	False
Created	5/19/2023 10:10 AM
Created By	Mark Stevens
Modified	5/19/2023 2:25 PM
Modified By	Mary Watson

**Commissioners Court - Regular Session**

19.

**Meeting Date:** 06/06/2023

County Attorney April 2023 Monthly Report

**Submitted For:** D. Hobbs

**Submitted By:** Stephanie Lloyd, County Attorney

**Department:** County Attorney

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action to approve the County Attorney April 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.

**Background**

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**Fiscal Impact**

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

April report

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 08:53 AM

Started On: 05/31/2023 05:28 PM

IN COMPLIANCE WITH ARTICLE 103  
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of April, 2023.

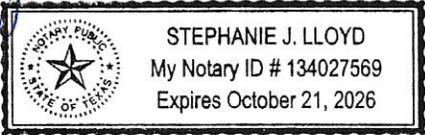
  
\_\_\_\_\_

DEE HOBBS  
COUNTY ATTORNEY

On this 31<sup>st</sup> day of May, 2023, to certify which witness my hand and seal of office.

  
\_\_\_\_\_

NOTARY PUBLIC  
In and for the State of Texas



# CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	04-Apr-2023	32661	2021-4212 2022-1831 2022-3120 2022-4309	\$ 880.00
			14-Apr-2023	32698	2022-1421	\$ 60.00
					2022-3646	\$ 500.00
			25-Apr-2023	32743	2020-3765	\$ 180.00
			27-Apr-2023	32766	2022-1272	\$ 60.00
		CO ATTY 2	11-Apr-2023	32685	2021-3309 2022-2921 2022-3311	\$ 2,110.00
			12-Apr-2023	32691	2022-2838 2022-3744 2022-4145	\$ 180.00
			18-Apr-2023	32704	2021-2818 2022-0028 2022-3321	\$ 180.00
		24-Apr-2023	32740	2020-1882 2022-1363	\$ 1,828.96	
<b>207015 Total</b>						<b>\$ 5,978.96</b>
341300	0406	CO ATTY HC FEES	06-Apr-2023	32671	HOT CHECK FEES-MARCH 2023	\$ 150.00
<b>341300 Total</b>						<b>\$ 150.00</b>
351000	0364	CO ATTY INTERVENTION	03-Apr-2023	32658	2022-1831 2022-4048	\$ 1,000.00
			20-Apr-2023	32719	2021-0066, 2022-3542, 2022-4309	\$ 1,500.00
			21-Apr-2023	32724	2021-2607 2021-3501 2022-0484 2022-3848 2023-0718	\$ 2,360.00
			26-Apr-2023	32750	2022-0277 2022-1006 2022-1041 2022-1169 2022-1272 2022-1602 2022-1634 2022-1666 2022-3646	\$ 3,940.00
			28-Apr-2023	32772	2020-3519, 2022-0193, 2022-2462, 2022-2828, 2022-3818	\$ 2,220.00
		CO ATTY INTERVENTION 1	12-Apr-2023	32691	2021-3923 2022-1525 2022-2617 2022-3188 2022-4585	\$ 2,220.00
			17-Apr-2023	32700	2022-0648, 2022-1385, 2022-1421, 2022-2186, 2022-3328	\$ 2,360.00
		CO ATTY INTERVENTION 2	12-Apr-2023	32691	2022-0788 2022-1538 2022-1963 2022-3120 2022-3809	\$ 2,220.00
			17-Apr-2023	32700	2020-2724, 2022-3321	\$ 860.00
		CO ATTY INTERVENTION 3	12-Apr-2023	32691	2021-2567 2022-0028 2022-1640 2022-3019 2022-3311 2022-4145 2022-4205	\$ 3,360.00
CO ATTY INTERVENTION 4	12-Apr-2023	32691	2021-2267 2022-0326 2022-1227 2022-1466 2022-2768	\$ 2,220.00		
<b>351000 Total</b>						<b>\$ 24,260.00</b>
352200	0100	CO ATTY	03-Apr-2023	32658	22-0454-CC2 22-0388-CC2 22-0772-CC1 22-0645-CC3	\$ 9,600.00
			06-Apr-2023	32671	22-0373-CC1	\$ 3,200.00
		CO ATTY 1	11-Apr-2023	32685	22-0219-CC3	\$ 2,000.00
			18-Apr-2023	32704	22-0587-CC3	\$ 2,000.00
			24-Apr-2023	32740	22-0593-CC3 22-0598-CC3	\$ 3,200.00
<b>352200 Total</b>						<b>\$ 20,000.00</b>
370500	0100	CO ATTY 1	12-Apr-2023	32691	REIMB SALES TAX FRIDGE REPAIR FY22	\$ 43.34
		CO ATTY 3	24-Apr-2023	32740	2022-979-PIA	\$ 540.00
<b>370500 Total</b>						<b>\$ 583.34</b>
<b>Grand Total</b>						<b>\$ 50,972.30</b>

Criminal Restitution April 2023

3/30/2023	Ntseh Clancy Tse	\$ 580.00	2021-4212	4/4/2023
3/31/2023	Joseph Darren Teagle	\$ 60.00	2022-1831	4/4/2023
4/3/2023	Chad Wakefield Steele	\$ 60.00	2022-3120	4/4/2023
3/30/2023	Ashley Nicole Brown	\$ 180.00	2022-4309	4/4/2023
		<b>\$ 880.00</b>		
Date	Payor	Amount	Case #	Deposit Date
4/4/2023	Rizwan Syyed	\$ 2,000.00	2021-3309	4/6/2023
4/5/2023	Sandra Janelle Harris	\$ 50.00	2022-2921	4/6/2023
4/5/2023	Cami Ann Griffin	\$ 60.00	2022-3311	4/6/2023
		<b>\$ 2,110.00</b>		
Date	Payor	Amount	Case #	Deposit Date
4/10/2023	Haden Owen Buckman	\$ 60.00	2022-2828	4/11/2023
4/7/2023	Jose Oscar Alvarado-Rivera	\$ 60.00	2022-3744	4/11/2023
4/7/2023	Josue David Araujo	\$ 60.00	2022-4145	4/11/2023
		<b>\$ 180.00</b>		
Date	Payor	Amount	Case #	Deposit Date
4/12/2023	Kevin Earl Demps, Jr	\$ 60.00	2022-1421	4/13/2023
4/12/2023	Travis Sawyer Youngren	\$ 500.00	2022-3646	4/13/2023
		<b>\$ 560.00</b>		
Date	Payor	Amount	Case #	Deposit Date
4/14/2023	Bradley Allamon	\$ 60.00	2021-2818	4/18/2023
4/17/2023	Silvestre Salgado	\$ 60.00	2022-0028	4/18/2023
4/14/2023	Tyler L McDaniel	\$ 60.00	2022-3321	4/18/2023
		<b>\$ 180.00</b>		
Date	Payor	Amount	Case #	Deposit Date
4/18/2023	Terrance Layfayette Drayton, Sr	\$ 1,000.00	2020-1882	4/20/2023
4/19/2023	Dominic Michelle Meads	\$ 828.96	2022-1363	4/20/2023
		<b>\$ 1,828.96</b>		
Date	Payor	Amount	Case #	Deposit Date
4/20/2023	Alan Coppenberger	\$ 180.00	2020-3765	4/25/2023
		<b>\$ 180.00</b>		
Date	Payor	Amount	Case #	Deposit Date
4/25/2023	Angel Edward Rocha-Espinoza	\$ 60.00	2022-1272	4/27/2023
		<b>\$ 60.00</b>		

**Disbursement Summary**TXWILLIAMSONP  
ROD

Collection Date Range: 03/01/2023 - 03/31/2023 Ignore Tender Holds: No

**Final Copy**

County Attorney

County Attorney Bank

**Williamson County Treasurer - HC****Disbursement Summary**

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	150.00	0.00	0.00	0.00	150.00

Disbursement Summary Totals		(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
		150.00	0.00	0.00	0.00	150.00

**Disbursement Detail**

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
19-00349	Wilford, Marlon Lee (PID #: 759795)	CHKFEE	75.00	0.00	0.00	0.00	75.00
22-00054	Davis, Larry (PID #: 1735183)	CHKFEE	15.00	0.00	0.00	0.00	15.00
22-00077	SPENCER, URSULA D (PID #: 347359)	CHKFEE	15.00	0.00	0.00	0.00	15.00
23-00010	Newman, Victoria Maria (PID #: 464763)	CHKFEE	30.00	0.00	0.00	0.00	30.00
23-00012	Matthews, Marion (PID #: 1880592)	CHKFEE	15.00	0.00	0.00	0.00	15.00
<b>Totals:</b>			<b>150.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>150.00</b>

## PTI Fees April 2023

3/29/2023	Andrew Brice Cavanaugh	\$500.00	2021-3923	3/31/2023	1127
3/29/2023	Lytza Rojas	\$500.00	2022-3188	3/31/2023	1127
3/29/2023	Michael R. Carl	\$500.00	2022-4585	3/31/2023	1127
3/30/2023	Emma Quay Tohill	\$360.00	2022-1525	3/31/2023	1127
3/30/2023	Faith Shannon	\$360.00	2022-2617	3/31/2023	1127
		<b>\$ 2,220.00</b>			
date	payor	amount	control #	deposit date	invoice #
3/31/2023	Joseph Darren Teagle	\$ 500.00	2022-1831	4/3/2023	1128
3/31/2023	Medyansky Mayall Ramos	\$ 500.00	2022-4048	4/3/2023	1128
		<b>\$ 1,000.00</b>			
date	payor	amount	control #	deposit date	invoice #
4/3/2023	Michael Nanez	\$ 500.00	2022-0788	4/5/2023	1128
4/4/2023	Benito Perez	\$ 360.00	2022-1538	4/5/2023	1128
4/4/2023	Piero Antonio Rossi	\$ 500.00	2022-1963	4/5/2023	1128
4/4/2023	Chad Wakefield Steele	\$ 500.00	2022-3120	4/5/2023	1128
4/4/2023	Daniel Kevin Muwamba	\$ 360.00	2022-3809	4/5/2023	1128
		<b>\$ 2,220.00</b>			
date	payor	amount	control #	deposit date	invoice #
4/6/2023	Mikaela Lynn Morris	\$ 500.00	2021-2567	4/10/2023	1128
4/6/2023	Silvestre Salgado	\$ 500.00	2022-0028	4/10/2023	1128
4/5/2023	Jhoan Jesus Hernandez Ferrer	\$ 500.00	2022-1640	4/10/2023	1128
4/5/2023	Christian Pena	\$ 500.00	2022-3019	4/10/2023	1128
4/5/2023	Cami Ann Griffin	\$ 500.00	2022-3311	4/10/2023	1128
4/7/2023	Josue David Araujo	\$ 360.00	2022-4145	4/10/2023	1128
4/6/2023	Linda Jean Smith	\$ 500.00	2022-4205	4/10/2023	1128
		<b>\$ 3,360.00</b>			
date	payor	amount	control #	deposit date	invoice #
4/10/2023	Colton James McKinley	\$ 360.00	2021-2267	4/12/2023	1128
4/10/2023	Christopher Hyrom Jones	\$ 500.00	2022-0326	4/12/2023	1128
4/1/2023	Braden McKenzie Dwyer	\$ 500.00	2022-1227	4/12/2023	1128
4/10/2023	Franciscus Xaverius Sani	\$ 360.00	2022-1466	4/12/2023	1128
4/11/2023	Tanea Monae Cosby	\$ 500.00	2022-2768	4/12/2023	1128
		<b>\$ 2,220.00</b>			
date	payor	amount	control #	deposit date	invoice #
4/12/2023	Miguel Lopez Chavez	\$ 500.00	2022-0648	4/14/2023	1128
4/12/2023	Rosaura Dallely Guadalajara Iruegas	\$ 500.00	2022-1385	4/14/2023	1128
4/13/2023	Kevin Earl Demps, Jr	\$ 500.00	2022-1421	4/14/2023	1128
4/13/2023	Dannielle Lee Durkay	\$ 360.00	2022-2186	4/14/2023	1128
4/13/2023	Courtney Michelle Champion	\$ 500.00	2022-3328	4/14/2023	1128
		<b>\$ 2,360.00</b>			
date	payor	amount	control #	deposit date	invoice #
4/14/2023	Brent Lee Tower	\$ 360.00	2020-2724	4/17/2023	1128
4/14/2023	Tyler L McDaniel	\$ 500.00	2022-3321	4/17/2023	1128

		<b>\$ 860.00</b>			
<b>date</b>	<b>payor</b>	<b>amount</b>	<b>control #</b>	<b>deposit date</b>	<b>invoice #</b>
4/17/2023	Jeremiah Thomas Revord	\$ 500.00	2021-0066	4/19/2023	1128
4/18/2023	Hector Leonardo Santiago	\$ 500.00	2022-3542	4/19/2023	1128
4/18/2023	Ashley Nicole Brown	\$ 500.00	2022-4309	4/19/2023	1128
		<b>\$ 1,500.00</b>			
<b>date</b>	<b>payor</b>	<b>amount</b>	<b>control #</b>	<b>deposit date</b>	<b>invoice #</b>
4/19/2023	Jesse Parham	\$ 500.00	2021-2607	4/21/2023	1128
4/20/2023	Curtis Lee Delancey	\$ 500.00	2021-3501	4/21/2023	1128
4/19/2023	Krystal Jane Cardenas	\$ 500.00	2022-0484	4/21/2023	1128
4/20/2023	Jose Jesus Rios-Alvarez	\$ 360.00	2022-3848	4/21/2023	1128
4/19/2023	Danietra Reshay McGrue	\$ 500.00	2023-0718	4/21/2023	1128
		<b>\$ 2,360.00</b>			
<b>date</b>	<b>payor</b>	<b>amount</b>	<b>control #</b>	<b>deposit date</b>	<b>invoice #</b>
4/24/2023	Teaguen Lane Nolte	\$ 500.00	2022-0277	4/26/2023	1128
4/24/2023	Philip Cole Hawkins	\$ 360.00	2022-1006	4/26/2023	1128
4/25/2023	Kei-yanna Josephine Robinson	\$ 360.00	2022-1041	4/26/2023	1128
4/25/2023	Micah James Hencke	\$ 500.00	2022-1169	4/26/2023	1128
4/25/2023	Angel Edward Rocha-Espinoza	\$ 360.00	2022-1272	4/26/2023	1128
4/25/2023	Casey Donovan Null	\$ 500.00	2022-1602	4/26/2023	1128
4/24/2023	Magaly Mendoza	\$ 360.00	2022-1634	4/26/2023	1128
4/25/2023	Josette Suznne Doyle	\$ 500.00	2022-1666	4/26/2023	1128
4/25/2023	Travis Sawyer Youngren	\$ 500.00	2022-3646	4/26/2023	1128
		<b>\$ 3,940.00</b>			
<b>date</b>	<b>payor</b>	<b>amount</b>	<b>control #</b>	<b>deposit date</b>	<b>invoice #</b>
4/26/2023	David Fuentes	\$ 500.00	2020-3519	4/28/2023	1128
4/27/2023	Eric Martin Rendon, Jr	\$ 500.00	2022-0193	4/28/2023	1128
4/27/2023	Cynthia Garcia	\$ 360.00	2022-2462	4/28/2023	1128
4/26/2023	Haden Owen Buckman	\$ 500.00	2022-2828	4/28/2023	1128
4/27/2023	William Plata	\$ 360.00	2022-3818	4/28/2023	1128
		<b>\$ 2,220.00</b>			

**Commissioners Court - Regular Session**

20.

**Meeting Date:** 06/06/2023

ESD #4 Appointment Carrie Van Meeteren PE

**Submitted For:** Cynthia Long

**Submitted By:** Kathy Pierce, Commissioner Pct. #2

**Department:** Commissioner Pct. #2

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on appointment of Carrie Van Meeteren to Place #1 on the Emergency Services District (ESD) #4 Board of Directors, with a term effective immediately and ending on December 31, 2024.

**Background**

Carrie will be filling an unexpired term of James Crabtree, who needs to step down from the ESD board due to time and other commitments. James began serving on the ESD #4 board in 2012 and serves as the Secretary.

**Fiscal Impact**

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

Carrie Van Meeteren Bio

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 08:54 AM

Started On: 05/31/2023 05:56 PM

Carrie Van Meeteren, P.E.  
Project Manager/MEP Engineer  
ESD #4 Appointment

Carrie Van Meeteren is a Professional Engineer at UT Austin with 26 years of experience designing Mechanical, Electrical, and Plumbing (MEP) systems. In addition to MEP design, Carrie's work includes being project lead. She coordinates all project disciplines and requirements for all aspects of a project. Project Lead duties also include writing fee proposals, developing project schedules, contracting PSP's, and scheduling work load.

Carrie has lived in Liberty Hill for about 25 years, both in the ETJ and within the city limits. Carrie has a servant's heart and has always been active in the Liberty Hill community. She was a member of the Chamber of Commerce, a member of the City of Liberty Hill Building Standard Committee, has led a food ministry through her church, has participated on the team that coordinated and conducted the original Jingle Bell 5-K event, and has assisted with Lion Club runs and bike races.

Carrie has two children that graduated from Liberty Hill High School, and both are still in the area. Carrie loves spending time with her two granddaughters but also enjoys pulling her travel trailer to a nearby campground on the weekends.

**Commissioners Court - Regular Session**

21.

**Meeting Date:** 06/06/2023

WCESD No. 4 Request for Extension to File Annual Audit Report

**Submitted For:** Bill Gravell

**Submitted By:** Andrea Schiele, County Judge

**Department:** County Judge

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a request by Williamson County ESD No. 4 to extend the June 1st deadline to file its annual Audit Report of the ESD's fiscal accounts and records to no later than July 1, 2023, in accordance with Texas Health & Safety Code Sec. 775.082(d).

**Background**

Health & Safety Code Sec. 775.082. AUDIT OF DISTRICT IN LESS POPULOUS COUNTIES. (a) The county auditor of a county that contains any part of the district shall have access to the books, records, officials, and assets of the district. (b) A district shall prepare and file with the commissioners court of each county that contains any part of the district on or before June 1 of each year an audit report of the district's fiscal accounts and records. The audit shall be performed and the report shall be prepared at the expense of the district. The county auditor, with the approval of the commissioners court, shall adopt rules relating to the format of the audit and report. If a district is located in more than one county, the county auditors, with the approval of the commissioners court of each county in which the district is located, shall adopt uniform rules relating to the format of the audit and report. (c) The person who performs the audit and issues the report must be an independent certified public accountant or firm of certified public accountants licensed in this state, unless the commissioners court by order requires the audit to be performed by the county auditor at least 120 days before the end of the district's fiscal year. (d) The commissioners court, on application made to the commissioners court by the district, may extend up to an additional 30 days the deadline for filing the audit report. (e) If the district fails to complete and file the audit report within the time provided by Subsection (b) or (d), the commissioners court may order the county auditor to perform the audit and issue the report. If a district is located in more than one county, the commissioners court of each county in which the district is located shall designate by joint order a county auditor of one of the counties to perform the audit and issue the report. (e-1) When a district located wholly in one county fails to complete and file the audit report by September 1 of each year and a county auditor is not ordered to prepare the report, the president and treasurer of the board are removed from the board and the commissioners court shall fill the vacancies as provided by Section 775.034. (f) The district shall pay all costs incurred by the county auditor to perform an audit and issue the report required by this section, unless otherwise ordered by the commissioners court or by joint order of the commissioners courts, if the district is located in more than one county. (g) This section does not apply to a district located wholly in a county with a population of more than three million.

**Fiscal Impact**

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

Letter ESD 4

**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)  
Form Started By: Andrea Schiele  
Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 10:13 AM  
Started On: 06/01/2023 10:03 AM



Williamson County  
Emergency Services District No. 4  
Liberty Hill Fire Department  
[www.libertyhillfire.org](http://www.libertyhillfire.org)

June 1, 2023

Williamson County Commissioners Court  
710 Main Street  
Georgetown, Texas 78626

To: Judge Bill Gravell, Jr.

Re: Annual Financial Report for Year End of September 30, 2022

Williamson County Emergency Services District No. 4 would like to request a 30-day extension for filing of the annual audit report due on June 1, 2023.

According to Texas Health and Safety Code 775.082(d)- “The commissioners court, on application made to the commissioners court by the district, may extend up to an additional 30 days the deadline for filing the audit report.”

As of May 31, 2023, the Districts’ contracted auditor is in the process of completing the audit, however it has not been finalized. The District would like to apologize for any inconvenience this may cause.

Thank you,

Dan Clark, President  
Williamson County ESD No. 4

**Commissioners Court - Regular Session**

**22.**

**Meeting Date:** 06/06/2023

WCESD No. 10 Request for Extension to File Annual Audit Report

**Submitted For:** Bill Gravell

**Submitted By:** Andrea Schiele, County Judge

**Department:** County Judge

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a request by Williamson County ESD No. 10 to extend the June 1<sup>st</sup> deadline to file its annual Audit Report of the ESD's fiscal accounts and records to no later than July 1, 2023, in accordance with Texas Health & Safety Code Sec. 775.082(d).

**Background**

Health & Safety Code Sec. 775.082. AUDIT OF DISTRICT IN LESS POPULOUS COUNTIES. (a) The county auditor of a county that contains any part of the district shall have access to the books, records, officials, and assets of the district. (b) A district shall prepare and file with the commissioners court of each county that contains any part of the district on or before June 1 of each year an audit report of the district's fiscal accounts and records. The audit shall be performed and the report shall be prepared at the expense of the district. The county auditor, with the approval of the commissioners court, shall adopt rules relating to the format of the audit and report. If a district is located in more than one county, the county auditors, with the approval of the commissioners court of each county in which the district is located, shall adopt uniform rules relating to the format of the audit and report. (c) The person who performs the audit and issues the report must be an independent certified public accountant or firm of certified public accountants licensed in this state, unless the commissioners court by order requires the audit to be performed by the county auditor at least 120 days before the end of the district's fiscal year. (d) The commissioners court, on application made to the commissioners court by the district, may extend up to an additional 30 days the deadline for filing the audit report. (e) If the district fails to complete and file the audit report within the time provided by Subsection (b) or (d), the commissioners court may order the county auditor to perform the audit and issue the report. If a district is located in more than one county, the commissioners court of each county in which the district is located shall designate by joint order a county auditor of one of the counties to perform the audit and issue the report. (e-1) When a district located wholly in one county fails to complete and file the audit report by September 1 of each year and a county auditor is not ordered to prepare the report, the president and treasurer of the board are removed from the board and the commissioners court shall fill the vacancies as provided by Section 775.034. (f) The district shall pay all costs incurred by the county auditor to perform an audit and issue the report required by this section, unless otherwise ordered by the commissioners court or by joint order of the commissioners courts, if the district is located in more than one county. (g) This section does not apply to a district located wholly in a county with a population of more than three million.

**Fiscal Impact**

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

ESD 10 Letter

**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 11:31 AM

Started On: 06/01/2023 11:25 AM



Williamson County

Emergency Services District #10

[www.wcesd10.org](http://www.wcesd10.org)

June 1, 2023

Williamson County Commissioners Court  
710 Main Street  
Georgetown, Texas 78626

To: Judge Bill Gravell, Jr.

Re: Annual Financial Report for Year End of September 30, 2022

Williamson County Emergency Services District #10 would like to request a 30-day extension for filing of the annual audit report due on June 1, 2023.

According to Texas Health and Safety Code 775.082(d)- "The commissioners court, on application made to the commissioners court by the district, may extend up to an additional 30 days the deadline for filing the audit report."

The ESD worked on the annual audit for several months since it is our administrator's first time completing the audit. The ESD had to find a new auditor this year since the previous auditor, William Grimsley, retired.

Williamson County ESD #10 will now be using Donald Allman to complete the audit. As of May 31, 2023, Mr. Allman is in the process of completing the audit, but it has not been finalized. The district would like to apologize for any inconvenience this may cause.

On behalf of the Williamson County ESD #10 Board and Board President thank you,

  
Mark Moellenberg, Fire Chief  
Williamson County ESD #10

**Commissioners Court - Regular Session**

23.

**Meeting Date:** 06/06/2023

FRC STARRY Agreement

**Submitted By:** Ronald Morgan, All District Courts

**Department:** All District Courts

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving a Funding Agreement to provide counseling for Family Recovery Court participants.

**Background**

The Williamson County Family Recovery Court has received grant funding to promote reunification and strengthening of families involved in the Child Welfare Court System. One strategy that we believe will support this goal is providing extended counseling and family support services to our participants. To that end, we have worked with Purchasing, Legal and the Auditor's Office to develop the attached Funding Agreement with STARRY, Inc. to provide those services to our participants. STARRY is well-known and respected provider of counseling and family support services. They are leaders in our community and are committed to the goals of the FRC; we are excited to partner with them in this effort.

The services are paid for by Office of Governor Grant Funding, and there is no General Fund budget impact for services rendered under this Funding Agreement.

**Fiscal Impact**

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

FRC Counseling Agreement

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Ronald Morgan  
Final Approval Date: 05/30/2023

**Reviewed By**

Becky Pruitt

**Date**

05/30/2023 09:04 AM  
Started On: 05/26/2023 02:05 PM

**COUNSELING SERVICES  
FUNDING AGREEMENT  
(Supporting Family Court Operations)**

THE STATE OF TEXAS                   §  
  §  
  § KNOW ALL PERSONS BY THESE PRESENTS:  
  §  
COUNTY OF WILLIAMSON           §

The parties to this Public Services Funding Agreement (“Agreement”) are Williamson County (“County”) and STARRY, Inc. (“Agency”).

**RECITALS**

WHEREAS, the County has received funds (the “Funds”) for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, the County has determined that the Agency’s activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that the Agency meets the definition of a “multi-disciplinary team member, legally authorized to handle or assist in the investigation, prosecution, or resolution of cases of suspected child abuse or neglect or to provide service to the child or the child’s family” under Texas Administrative Code Rule §700.203.(a).(2), and as such, the Agency is someone to whom “DFPS may release case record information made confidential under §261.201(a) of the Texas Family Code”;

WHEREAS, the Agency has agreed to accept the Funds in exchange for providing the needed services, all on and subject to the terms herein set forth; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I  
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II  
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III  
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence when signed by all parties and approved by the County's governing body and entered into the minutes of the Williamson County Commissioners Court and shall terminate on September 30,

2024. After that initial term, the Agreement may be renewed in writing by mutual agreement.

#### ARTICLE IV TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the amount of any unearned Funds. Furthermore, either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) business day's written notice to the other party. In the event of a party's termination for convenience, it is understood and agreed that only the amounts due to Agency for services provided and expenses incurred to and including the date of termination, will be due and payable.

#### ARTICLE V INVOICING AND PAYMENT; AND TOTAL AMOUNT OF THE FUNDS

Services will be invoiced on a Per Client Per Session basis, as described in Exhibit A. The not-to-exceed cap for each individual client is \$5,109. Agency shall submit an invoice once a month, including each Participant who received Services and the number of sessions provided during the monthly period. Each invoice shall be submitted within ten (10) business days following the end of the invoiced month. The invoice shall:

- Identify the Participant who received the Services
- Identify the billing period
- Include the amount invoiced for the Services provided on the invoice at the agreed rate
- State a total.

The invoice shall be sufficiently itemized to reasonably detail services rendered for county payment of same during the grant performance period, which began March 1, 2022 and continues while this funding agreement is in effect. The invoice shall be transmitted electronically to the Family Recovery Court via email to [frc@wilco.org](mailto:frc@wilco.org) who will then transmit the necessary documentation to the Williamson County Auditor.

Texas Prompt Payment Act Compliance. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31<sup>st</sup> day after the later of (1) the date Customer receives the goods under

the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

ARTICLE VI  
COUNTY'S RIGHT TO AUDIT; CONFIDENTIALITY OF RECORDS; AND  
RECORDS RETENTION BY AGENCY

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

Confidentiality of Records. Agency shall maintain strict confidentiality of all records and information relating to the Services provided under this Agreement except to the extent the records and information is necessary to provide Services under this agreement, or as may be required by law, and shall enforce such confidentiality requirements with its volunteers, employees, or agents.

Records Retention. Agency shall retain all records and information for at least three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved.

ARTICLE VII  
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an “Equal Opportunity Employer” and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. 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 either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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.

L. 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, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

P. 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. 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 CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

S. State and Federal Funding. Agency certifies that it is not ineligible to receive payments for Services provided from state or federal funds. This Agreement may be terminated, and payment withheld, if this certification is not accurate.

T. Grant Funding. Agency acknowledges that any payment obligation under this Agreement is from grant funds. No assurance is made of continued availability of funds beyond the amount above, or that future funding will be made available after the expiration of the grant.

U. Receipts. Agency shall account separately for the receipt of the payments received from Williamson County under this Agreement.

IN WITNESS WHEREOF, County and Agency have duly executed this Agreement to be effective as of the date of the last party's execution below.

**Agency:**  
STARRY, Inc.

**COUNTY:**  
Williamson County, Texas

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

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

Printed Name: Richard Singleton  
Title: Authorized Representative  
Date: 5/25, 2023

Printed Name: Bill Gravell  
Title: County Judge  
Date: \_\_\_\_\_, 20\_\_

Address:  
PO Box 2981  
Georgetown, Texas 78627

Address:  
710 Main Street, Suite 101  
Georgetown, Texas 78626

## Exhibit “A” - Scope of Services

The Agency shall provide mental health therapy to support Williamson County Family Court operations as follows:

- 1.1 Mental Health Therapy. Agency will provide practitioners who are qualified to offer clinically recognized, trauma-informed, mental health services (“Therapists”). Therapists will provide these interventions to Participants in the Family Recovery Court (“FRC”) program through intake sessions, individual counseling sessions, and family counseling sessions..
  - 1.1.1 Session Types and Costs. Agency will provide therapeutic interventions at costs as outlined below
    - Intake Session (1 session per client): \$300 per session
    - Individual Counseling (up to 4 sessions/month, up to 9 mos.): \$161 per session
    - Family Counseling (2 sessions per client): \$231 per session
- 1.2 Participation in FRC Team. Consistent with the Team-based approach of FRC, Agency staff will participate in staffing sessions and court hearings related to Participants who are receiving and will work collaboratively with other members of the FRC Team.
- 1.3 Academic Research on Behalf of FRC. Agency acknowledges that the FRC is a program under development and is supported by an academically-based research component. Agency agrees to cooperate with the research being performed by members of the FRC Team.

**Commissioners Court - Regular Session**

24.

**Meeting Date:** 06/06/2023

ARPA Funding - City of Thrall contract amendment

**Submitted For:** Julie Kiley

**Submitted By:** Pam Navarrette, County Auditor

**Department:** County Auditor

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action to approve an amendment to a subrecipient agreement between Williamson County and the City of Thrall for Infrastructure Improvements to the Disinfectant Booster System serving the community for reimbursement under the American Rescue Plan Act (ARPA).

**Background**

The Commissioners Court approved the original agreement for the City of Thrall on January 10, 2023. The amendment adds to the scope of the contract to install approximately 3,500 linear feet of an additional 12" water line to allow additional flow and maintain pressure within the transmission line system. The project is being funded through the American Rescue Plan Act (ARPA) funds. The amendment does not add additional funds to the contract.

**Fiscal Impact**

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

City of Thrall ARPA Agreement Amendment

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 09:10 AM

Started On: 05/31/2023 01:41 PM

**AMENDMENT TO  
SUBRECIPIENT AGREEMENT  
BETWEEN WILLIAMSON COUNTY  
AND THE CITY OF THRALL FOR  
THE ARPA PROJECT  
FUNDING FROM:  
THE AMERICAN RESCUE PLAN  
ACT (ARPA) (A.L.N. 21.027)**

**THIS AMENDMENT** to Subrecipient Agreement is made and entered into by and between Williamson County, Texas (“County”) and the City of Thrall, Texas (“Subrecipient”), both being political subdivision of the State of Texas (collectively referred to as “Parties”).

**RECITALS**

**WHEREAS**, the Parties executed that certain agreement entitled Subrecipient Agreement Between Williamson County and The City of Thrall for the ARPA Project [FUNDING FROM: The American Rescue Plan Act (ARPA) (A.L.N. 21.027)] (“Agreement”), which became effective as of January 10, 2023;

**WHEREAS**, it has become necessary to amend the Agreement due to a change in the scope of the project;

**NOW, THEREFORE**, premises considered, the Parties agree that the Agreement is amended as follows:

**AGREEMENTS**

- 1. Article I. General Overview and Water Project Definitions** of the Agreement shall be amended and supplanted, in its entirety, by the following:

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the SUBRECIPIENT’s efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows:

A construction project to install an additional 12” water line to allow for additional flow and maintaining of pressure within a current transmission line system. This project falls under expenditure category 5.11 Drinking Water: Transmission & Distribution.

Additional Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

Definitions for water and sewer Expenditure Categories must follow the EPA's handbooks. For "clean water" expenditure category definitions, please see:

<https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>.

For "drinking water" expenditure category definitions, please see:

<https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports>.

The Program or Project Budget is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

2. **Appendix A** of the Agreement shall be amended and supplanted, in its entirety, by the Appendix A attached hereto, which is being incorporated herein by reference.
3. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.
4. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

**WILLIAMSON COUNTY, TEXAS**

**CITY OF THRALL, TEXAS**

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

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

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

Printed Name: Troy Mary

Title: As Presiding Officer,  
Williamson County  
Commissioners Court

Title: Mayor

Date: \_\_\_\_\_, 20\_\_

Date: May 17, 2022

## **APPENDIX A**

### **SCOPE OF SERVICES**

SUBRECIPIENT has a wholesale potable water supply agreement with the City of Taylor, which has been in effect for over 30 years. The water is transmitted through an existing 8" water line which connects to a wholesale meter circa the intersection of Highway 79 and FM 619 and runs east to connect to the SUBRECIPIENT's existing water plant.

SUBRECIPIENT owns, operates, and maintains this water line and also serves customers along the north side of the Hwy. 79 corridor. SUBRECIPIENT has the Certificate of Convenience and Necessity (CCN) rights to serve retail water customers in this corridor.

Due to increased demand, SUBRECIPIENT has implemented a capital improvement project to install a new 12" water line parallel and adjacent to the existing 8" water line starting at the west side of SUBRECIPIENT's City Limit extending to the wholesale meter connection (the "Project").

The addition of the 12" water line will allow additional flow and maintain pressure within the transmission line system.

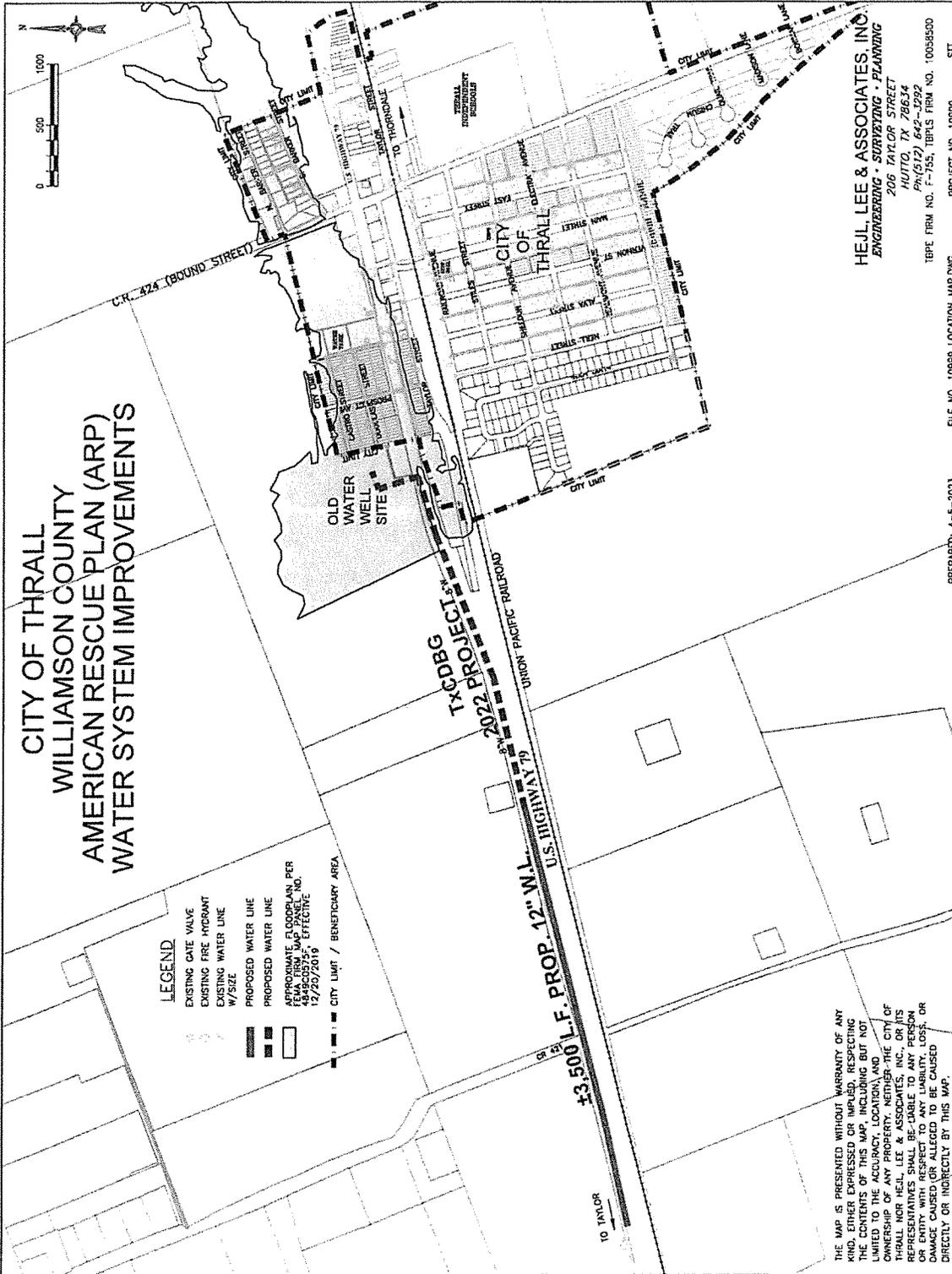
The scope of services for the Project to be funded under the Agreement will include the installation of approximately 3,500 linear feet of 12" water line. The 12" water line will connect to the end of the current project funded by the Texas Department of Agriculture (TDA) through the Texas Community Development Grant (TxCDBG) program. The TDA project is in design and anticipated to be completed in Calendar Year 2023. The attached Exhibit shows the approximate location of the proposed new 12" water line.

The Project falls under Expenditure Category 5.11 Drinking water: Transmission & Distribution.

# CITY OF THRALL WILLIAMSON COUNTY AMERICAN RESCUE PLAN (ARP) WATER SYSTEM IMPROVEMENTS

## LEGEND

- EXISTING GATE VALVE
- EXISTING FIRE HYDRANT
- EXISTING WATER LINE  
W/SIZE
- PROPOSED WATER LINE
- PROPOSED WATER LINE
- APPROXIMATE ELEVATION PER  
484800255, EFFECTIVE  
12/25/2019
- CITY LIMIT / BENEFICIARY AREA



THE MAP IS PRESENTED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, RESPECTING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CITY OF THRALL, TEXAS, AND HEJL, LEE & ASSOCIATES, INC., OR ITS REPRESENTATIVES SHALL BE LIABLE TO ANY PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THIS MAP.

HEJL, LEE & ASSOCIATES, INC.  
ENGINEERING - SURVEYING - PLANNING

206 TAYLOR STREET  
MURFreesboro, TX 78854

PH: (512) 684-2322  
TELE FIRM NO. F-755, TEL/FAX FIRM NO. 1009500

PREPARED: 4-5-2023 FILE NO. 10999 LOCATION MAP.DWG PROJECT NO. 10999 SIT

**Commissioners Court - Regular Session**

25.

**Meeting Date:** 06/06/2023

YMCA Twin Lakes Easement

**Submitted By:** Hal Hawes, General Counsel

**Department:** General Counsel

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Blanket Easement between Williamson County and the YMCA of Central Texas (f/k/a YMCA of Greater Williamson County) relating to the management, use and operation of Twin Lakes Park.

**Background**

In 1997, Williamson County entered into a 50-year Park Management and Operation Agreement with the YMCA of Greater Williamson County to manage and operate a 50-acre tract of parkland obtained by the County from the Texas Parks and Wildlife Department (TPWD). The County’s longstanding partnership with the YMCA has facilitated improvements to the parkland far beyond what the County could have done on its own. The County’s partnership with the YMCA has also helped improve the lives of families and communities in Williamson County, by promoting their health and wellbeing. Camp Twin Lakes summer camps have helped empower young people with safe opportunities to have fun and learn, while developing connections with other campers and staff mentors. The camp activities help children develop confidence and character, improve their social skills, while having fun in the outdoors, learning new skills. The YMCA offers a variety of camps, including Outdoor Day Camp, Overnight Camp, Mini Overnight Camp, Family Camp and Military Reconnect camps for military families. The attached Blanket Easement codifies previous agreements between the parties that describe park development and operations.

**Fiscal Impact**

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

YMCA Twin Lakes Park Blanket Easement

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 09:45 AM

Started On: 06/01/2023 09:15 AM

## BLANKET EASEMENT

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS

COUNTY OF WILLIAMSON

That Williamson County, a duly formed county governmental jurisdiction within the State of Texas ("THE COUNTY"), whose address is 710 S. Main Street, Suite 101, Georgetown 78626, Texas and its successors and assignees (hereinafter referred to as "Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid by the YMCA of Central Texas fka YMCA of Greater Williamson County ("THE YMCA") (hereinafter referred to as "Grantee"), whose mailing address is 1812 North Mays, Round Rock, Texas 78664, the receipt and sufficiency of which is hereby acknowledged, does hereby GIVE, GRANT and COVEY unto Grantee an easement and right-of-way to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove physical additions or improvements to the Property thereto, in, upon, over, under, above and across the following described property of Grantor (the "Easement Area"), to-wit:

### PROPERTY DESCRIPTION

#### **50 acres**

50 acres out of the 789.508 acres (residue) according to Deed - The State of Texas, acting by and through The Texas Board of Mental Health and Mental Retardation to The State of Texas, State Department of Highways and Public Transportation 08-26-1988 Volume 1723/Page 855 ORWC.

#### **6.1777 acres**

A tract of land situated in the Damon Survey, Abstract No. 170, in Williamson County, Texas, being all of that called 6.180 acre tract of land (Tract 7), as shown on that unrecorded plat prepared by KC Engineering dated July 18, 1994, on ten (10) tracts of land out of that called 780.508 acre tract of land conveyed to the State of Texas, State Department of Highways and Public Transportation, by instrument recorded in Volume 1723, Page 855, of the Official Records of Williamson County, Texas.

This conveyance is made and accepted subject to the "*Park Management and Operation Agreement*" dated January 27, 1997 attached as Exhibit "A" and all conditions and restrictions, if any, relating to the hereinabove described property to extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

The easement, rights and privileges herein granted shall be for the term of the "Park Management and Operation Agreement, however any uses, additions, or improvements which occur during its term shall be perpetual.

Grantor covenants that it will not convey any other easement or conflicting rights within

the area covered by this grant following the execution of this easement without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use of the easement to determine the effect, if any, on the waterline contemplated wherein. Prior to the granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the utility. As required by this paragraph, express written consent of Grantee shall be obtained by Grantor in the following manner: advance written notice must be given by certified mail to the Williamson County at 710 Main St., Ste. 101, Georgetown, Texas 78626,. Following receipt of such notice, Williamson shall have ten (10) days in which to respond in writing granting consent, conditioning consent upon reasonable safeguards, or denying consent.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and Grantor does hereby bind itself, and its successors and assigns and legal representatives, to warrant and defend, all and singular, the above-described easement and rights and interest unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed the \_\_\_\_ day of \_\_\_\_\_, 2023.

“THE COUNTY”  
WILLIAMSON COUNTY

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

“THE YMCA”  
YMCA of Central Texas fka YMCA of Greater Williamson County

BY: Kellie Bolin

NAME: Kellie Bolin

TITLE: Chief Financial Officer

STATE OF TEXAS )

COUNTY OF WILLIAMSON )

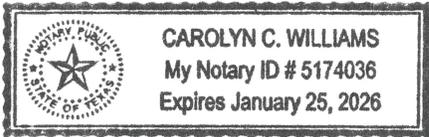
This instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_ of Williamson County.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

STATE OF TEXAS )

COUNTY OF WILLIAMSON )

This instrument was acknowledged before me on the 26<sup>th</sup> day of May, 2023, by Kellie Bolin, Chief Financial Officer of YMCA of Central Texas f/k/a YMCA of Greater Williamson County.



Carolyn C. Williams  
Notary Public, State of Texas  
My commission expires: 01-25-2026

After Recording Return To:

Dietz + Jerrard, P.C.  
Attn.: R. Mank Dietz  
106 Fanin Ave. East  
Round Rock, Tx 78664-5219

**EXHIBIT "A"**

**PARK MANAGEMENT AND OPERATION  
AGREEMENT**

This PARK MANAGEMENT AND OPERATION AGREEMENT (this "Agreement") is entered into this 27<sup>th</sup> day of January, 1998, to be effective as of October 1, 1997, by and between WILLIAMSON COUNTY, a duly formed county governmental jurisdiction within the State of Texas (the "County") 710 Main Street, Georgetown, Texas 78626 and the YMCA OF GREATER WILLIAMSON COUNTY (the "YMCA") 1812 North Mays, Round Rock, Texas 78664.

WHEREAS, the County currently leases a certain 50 acre parcel of land as more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property") from the Texas Parks and Wildlife Department under the terms of a certain Lease Agreement dated effective February 1, 1994 whereby the County holds the Property as parkland and must cause the Property to continue to be maintained and operated as parkland (the "County Lease");

WHEREAS, while the County is desirous to provide park facilities for its citizens, the County does not operate or fund a County Parks Department to insure that any parkland facilities, including the Property, can be adequately operated and maintained;

WHEREAS, the County and the YMCA have previously entered into an Agreement dated as of October 1, 1996 whereby the YWCA operated the Property as parkland on behalf of the County for a term ending as of September 30, 1997 under the terms and conditions of said Agreement;

WHEREAS, the County and the YMCA now desire to enter into this Agreement whereby the YMCA will operate and manage the Property on behalf of the County.

NOW THEREFORE, in consideration of the above premises as well as the mutual benefits to each of the parties hereto, the County and the YMCA hereby agree to the following:

A. **Term and Use.** The YMCA shall, from the effective date hereof until the termination of the County Lease (unless otherwise sooner terminated under the terms hereof), manage and operate the Property as parkland on behalf of the County. The County Lease provides that the initial lease term shall be fifty (50) years from the date of the County Lease, with the County having the right to renew and extend the County Lease for an additional fifty (50) year term. The YMCA shall have the right hereunder to compel the County to exercise said renewal and extension of the County Lease by written notice delivered to the County at least ninety (90) days prior to termination of the original term.

The YMCA shall operate the Property as a limited access park whereby the park and its facilities may be reserved for use primarily by youth groups and organizations within the County for the furtherance of such groups' and organizations' efforts to promote the education, health and well being of the County's youth. Such use shall include the operation by the YMCA of its summer youth program as well as other programs the YMCA may develop in connection with the utilization of the Property. The Property shall also be made available to other County youth groups, and the YMCA shall make every reasonable effort to accommodate such additional groups.

**B. YMCA Duties.** The YMCA shall provide the following in connection with the management and operation of the Property: . . .

1. Develop and revise as necessary a fee schedule for use of the Property and collect said fees on a timely basis. In addition, provide, coordinate and operate a reservations system for the use of the Property.
2. Designate all open use and restricted use areas within the Property. In addition, work with the County and any consultants retained by the County in connection with development of a long-term comprehensive plan for the Property and its continued use as parkland.
3. Establish the park schedule and control access to the park based on such schedule.
4. Negotiate and administer operating contracts related to grounds maintenance, litter control and restroom maintenance on an ongoing basis.
5. Maintain public liability insurance for the Property and the conduct of the YMCA's programs on the Property, naming the County as an additional insured, in the amounts reasonably agreed to by the YMCA and the County from time to time.
6. Maintain adequate records on all matters related to the operation of the Property and provide copies of all such records as may reasonably be required by the County.
7. Provide general operation and maintenance oversight and management necessary to maximize the safe and effective use of the Property for the purposes provided herein.
8. It is anticipated that all costs and expenses reasonably related to the operation and maintenance of the Property shall be paid out of the fees collected in connection with the use of the parkland.

**C. County Duties.** The County shall provide the following in connection with the management and operation of the Property:

1. Construct and/or renovate various capital improvements related to the Property including:
  - a) a new entrance to the Property from U.S. Highway 183, including roadways, entry gates and signage;
  - b) installation of all perimeter fencing, guardrails and interior barriers as may be necessary for the safe use of the Property; and
  - c) any other construction and/or renovation projects agreed upon between the County and the YMCA in connection with the Property.
2. Provide periodic patrols of the Property by County Sheriff's Officers.

**D. Alterations.** The YMCA shall have the right, but not the obligation, to construct physical additions and improvements to the Property, such physical additions and improvements to be constructed solely at the YMCA's cost and expense. Prior approval by the County for the construction of such improvements shall not be required. Any physical additions or improvements to the Property made by the YMCA will become the property of the County. However, the YMCA shall have the right, at the YMCA's cost, to remove any physical additions or improvements which are made by the YMCA so long as such can be removed without substantial damage to the Property and the area from which such addition or improvement is removed is reasonably restored to its natural condition.

**E. County Default.** A default by the County hereunder is the failure to comply with any provision of this Agreement that is not cured within thirty days after written notice is delivered to the County by the YMCA.

**F. YMCA Default.** A default by the YMCA hereunder is the failure to comply with any provision of this Agreement that is not cured within thirty days after written notice is delivered to the YMCA by the County.

**G. Remedies and Termination.** In the event either party herein is in default hereunder and has not cured such default within the period provided, the nondefaulting party may either (a) cure said default on behalf of the defaulting party and seek

reimbursement (in the case of any cure made through the payment of money) from the defaulting party, or (b) terminate this Agreement effective 90 days from delivery of notice of such termination to the defaulting party.

**H. Impossibility of Performance, Condemnation.** In the event it becomes unreasonably onerous for either party to fulfill its obligations hereunder after such party has made all reasonable efforts to overcome such difficulty, then such party may terminate this Agreement effective 90 days from delivery of notice of such termination to the other party. In addition, if the Property cannot be used for the purposes contemplated hereunder because of condemnation or purchase in lieu of condemnation, this Agreement shall terminate.

**I. Notices.** Any notice required by this Agreement shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the County or the YMCA at their respective addresses as they appear above or as otherwise revised from time to time in writing delivered to the other party.

**J. Entire Agreement.** This Agreement, together with the attached exhibits, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Agreement. This Agreement may be amended only by an instrument in writing signed by the County and the YMCA.

"THE COUNTY"

WILLIAMSON COUNTY

By: John C. Drenfeler 1-27-98  
 Name: John C. Drenfeler  
 Title: County Judge

"THE YMCA"

YMCA OF GREATER WILLIAMSON  
 COUNTY

By: Wade Todd  
 Name: Wade Todd  
 Title: President/CEO

# BRYSON & ASSOCIATES

## surveying company

1401 Stoughton Lane West - Austin, Texas 78748 - 512-282-0170

### FIELD NOTES

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SAMUEL DAMON SURVEY SITUATED IN WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THAT CERTAIN TRACT OF LAND, CALLED 305.05 ACRES, CONVEYED FROM N.J. DEDEAR, ET UX, TO THE STATE OF TEXAS FOUND OF RECORD IN VOLUME 311, PAGE 551, WILLIAMSON COUNTY, TEXAS DEED RECORDS, SAID TRACT BEING 50.000 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS,

BEGINNING at an iron pin set on the north line of said 305.05 acre tract for the northwest corner of the herein described tract, from which point a concrete monument found at the northwest corner of said 305.05 acre tract bears S 81°58'09" W, 361.01 feet,

1. THENCE, with said north line, N 81°58'09" E, 1,039.87 feet to an angle point,

2. THENCE, leaving said north line, S 83°03'09" E, 200.29 feet to an iron pin set at the northeast corner of the herein described tract,

THENCE, with the east line of the herein described tract, the following seven (7) courses and distances, numbered 3 through 9,

3. S 03°22'29" W, 617.14 feet to an iron pin set for an angle point,
4. S 05°13'58" E, 292.75 feet to an iron pin set for an angle point,
5. S 26°59'08" E, 310.71 feet to an iron pin set for an angle point,
6. S 04°25'11" E, 368.07 feet to an iron pin set for an angle point,
7. S 21°09'59" W, 729.27 feet to an iron pin set at the beginning of a curve,
8. with a curve to the right whose radius equals 602.96 feet, an arc length of 483.28 feet and whose chord bears S 44°07'42" W, 470.45 feet to an iron pin set at the end of said curve,
9. S 67°05'25" W, 112.28 feet to an iron pin set on the proposed east R.O.W. line of U.S. Highway 183 for the most southerly corner of the herein described tract,

10. THENCE, with said proposed R.O.W. line, N 22°13'15" W, 60.00 feet to an iron pin set for an ell corner,

11. THENCE, leaving said proposed R.O.W. line, N 67°05'25" E, 111.56 feet to an iron pin set at the beginning of a curve,

12. THENCE, with a curve to the left whose radius equals 542.96 feet, an arc length of 192.91 feet and whose chord bears N 56°54'43" E, 191.89 feet to an iron pin set at a corner,

13. THENCE, N 22°13'15" W, with a line 350.00 feet east of and parallel to the existing R.O.W. line, 870.06 feet to an iron pin set for an ell corner,

14. THENCE, S 67°05'25" W, 300.02 feet to an iron pin set on said proposed R.O.W. line for an ell corner,

15. THENCE, with said proposed R.O.W. line N 22°13'15" W, 596.68 feet to a point on the west property line of said 305.05 acre tract,

THENCE, with said west property line of said 305.05 acre tract the following ten (10) courses; and distances numbered 16 through 25,

16. N 20°17'01" E, 18.28 feet to an angle point,
17. N 20°22'08" E, 32.03 feet to an angle point,
18. N 00°52'07" W, 36.24 feet to an angle point,
19. N 00°43'44" E, 40.74 feet to an angle point,
20. N 06°59'20" E, 37.83 feet to an angle point,
21. N 17°52'55" E, 35.46 feet to an angle point,
22. N 16°28'22" E, 36.48 feet to an angle point,
23. N 17°15'15" E, 32.56 feet to an angle point,
24. N 19°13'12" W, 34.90 feet to an iron pin set at an angle point,
25. N 21°58'53" W, 223.62 to an iron pin set for an ell corner,

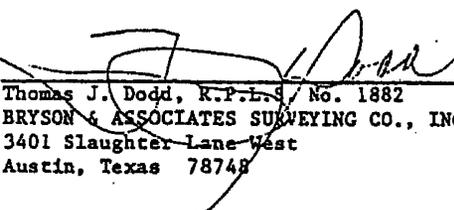
26. THENCE, leaving said property line, N 60°02'08" E, 150.69 feet to an iron pin set for a corner,

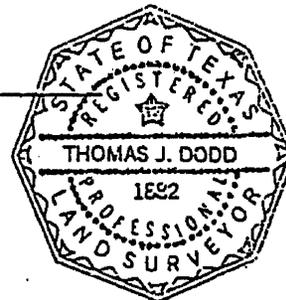
27. THENCE, N 22°13'15" W, with a line 350.00 feet east of and parallel to the existing R.O.W. line, 507.72 feet to the POINT OF BEGINNING containing 50.000 Acres of Land.

I, Thomas J. Dodd, a Registered Professional Land Surveyor do hereby certify that these field notes represents a survey made on the ground this date under my supervision and that all corners are as shown.

Dated this the 26<sup>TH</sup> day of AUGUST, 1991.

SURVEYED BY:

  
 Thomas J. Dodd, R.P.L.S. No. 1882  
 BRYSON & ASSOCIATES SURVEYING CO., INC.  
 3401 Slaughter Lane West  
 Austin, Texas 78748



CSJ No. 0151-05-055  
 Job: 50.000 Acre Park Land  
 Disc: SURV4  
 HR:sep  
 8/1/91

## **FIRST AMENDMENT TO PARK MANAGEMENT AND OPERATION AGREEMENT**

THIS FIRST AMENDMENT TO PARK MANAGEMENT AND OPERATION AGREEMENT (this "Amendment") is entered into between Williamson County, Texas ("County"), and the YMCA of Greater Williamson County ("YMCA") to be effective as of the last party's execution hereof.

### **RECITALS:**

**WHEREAS**, the Texas Parks and Wildlife Department ("TPWD") and County are parties to a 50-year Lease Agreement dated February 1, 1994 under which TPWD leased 50 acres of land to County for the use as a public park ("TPWD Lease");

**WHEREAS**, County and YMCA thereafter executed a Park Management and Operation Agreement, effective as of October 1, 1997, (the "Agreement") whereby YMCA agreed to operate and manage the 50 acres of land that was leased to County under the TPWD Lease;

**WHEREAS**, the Texas General Land Office, acting on behalf of the Texas Department of Transportation ("TxDOT"), transferred to the TPWD, on September 6, 2012, a 6.177 acre tract adjacent to the 50 acres of land described in the TPWD Lease, which said 6.177 acre tract being described in the attached **Exhibit "A"**;

**WHEREAS**, pursuant to a First Amendment to Lease Agreement of February 1, 1994 Between Texas Parks and Wildlife Department and Williamson County, the TPWD agreed to lease the 6.177 acre tract described in **Exhibit "A"** to the County under the same terms and conditions as the original TPWD Lease and said 6.177 acre tract is to be used as a public park in the same manner as the adjacent 50 acres of land;

**WHEREAS**, it has become necessary to amend the Agreement between the County and the YMCA in order to now place the 6.177 acre tract described in **Exhibit "A"** under YMCA's operation and management;

**NOW, THEREFORE**, County and YMCA agree as follows:

### **AGREEMENTS:**

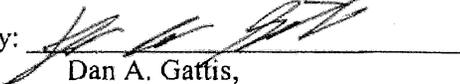
1. All terms not otherwise defined herein shall have the meanings given them in the Agreement.
2. YMCA hereby agrees to manage and operate the 6.177 acre tract described in **Exhibit "A"** in accordance with the terms and conditions of the Agreement and in the same manner as it operates and manages the 50 acre parcel of land described in the Agreement.
3. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement and this

Amendment; and the Agreement and this Amendment are the valid, binding and enforceable obligations of such party.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be signed by their duly authorized representatives to be effective as the date of the last party's execution hereof.

**WILLIAMSON COUNTY, TEXAS**

By:   
Dan A. Gattis,  
Williamson County Judge

Date: 07-26-2013, 2013

**YMCA OF GREATER WILLIAMSON COUNTY**

By:   
Printed Name: JEFF ANDERSEN

Title: Pres/CEO

Date: 6-28-, 2013

Exhibit A

DESCRIPTION OF A 6.177 ACRE (269,077 SQUARE FOOT), TRACT OF LAND SITUATED IN THE SAMUEL DAYMON SURVEY, ABSTRACT NO. 170, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CALLED 6.180 ACRE TRACT OF LAND (TRACT 7), AS SHOWN ON THAT UNRECORDED PLAT PREPARED BY K.C. ENGINEERING DATED JULY 18, 1998, OF TEN (10) TRACTS OF LAND OUT OF THAT CALLED 789.508 ACRE TRACT OF LAND CONVEYED TO THE STATE OF TEXAS, STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION, BY INSTRUMENT RECORDED IN VOLUME 1723, PAGE 855 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 6.177 ACRE (269,077 SQUARE FOOT), TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found 1/2" iron rod with aluminum cap stamped SDHPT in the easterly boundary line of that called 4.428 acre tract of land (Tract 6), designated as a 50 foot wide right-of-way reserve on said unrecorded plat prepared by K.C. Engineering, being the northwesterly corner of said 6.177 acre tract and an exterior ell corner in the westerly boundary line of that called 50.000 acre tract of land out of said 789.508 acre tract as surveyed by Bryson and Associates on August 26, 1991, from which the calculated northeasterly corner of said 4.428 acre tract bears North 22°12'54" West, a distance of 596.68 feet;

THENCE, departing the easterly boundary line of said 4.428 acre tract, with the common boundary line of said 6.177 acre tract and said 50.000 acre tract, the following four (4) courses:

- 1) North 67°04'19" East for a distance of 299.94 feet to a found 1/2" iron rod with aluminum cap, being the northeasterly corner of said 6.177 acre tract and an interior ell corner in the westerly boundary line of said 50.000 acre tract;
- 2) South 22°13'35" East for a distance of 870.13 feet to a found 1/2" iron rod with aluminum cap found at the beginning of a non-tangent curve to the right, being the southeasterly corner of said 6.177 acre tract and an interior ell corner in the westerly boundary line of said 50.000 acre tract;
- 3) A long said curve to the right, having a delta angle of 20°23'04", a radius of 542.96 feet, an arc length of 193.17 feet, and a chord which bears South 56°57'30" West for a distance of 192.16 feet to a found 1/2" iron rod in an asphalt road; from which a found 1/2" iron rod with aluminum cap bears S 23°05'53" East, a distance of 60.09 feet;
- 4) South 67°07'12" West for a distance of 111.36 feet to a found P.C. nail in said asphalt road in the easterly boundary line of said 4.428 acre tract, being the southwest corner of said 6.177 acre tract and an exterior ell corner in the westerly boundary line of said 50.000 acre tract;

THENCE, with the westerly boundary line of said 6.177 acre tract, same being the easterly boundary line of said 4.428 acre tract, North 22°12'54" West for a distance of 903.78 feet to the POINT OF BEGINNING, containing 6.177 acres (269,077 square feet) of land, more or less.

All bearings and distances recited herein are based on the Texas State Plane Coordinate System, Central Zone No 4203, NAD 83.

GRANTED ADDRESS:  
TEXAS PARKS AND WILDLIFE DEPT.  
4200 SMITH SCHOOL RD.  
AUSTIN, TEXAS 78744

CERTIFIED TO BE A TRUE AND  
CORRECT COPY



NANCY E. FISTER, County Clerk  
Williamson County

Page 3 of 4

**Commissioners Court - Regular Session**

26.

**Meeting Date:** 06/06/2023

Approval of Cancellation of RFP #23RFP60 and Reissuing RFP #23RFP80 for Property/Casualty/Worker's Comp TPA for Risk Services

**Submitted For:** Joy Simonton

**Submitted By:** Brenda Fuller, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action approving the cancelation of solicitation 23RFP60 for Property/Casualty/Workers' Comp TPA and authorize the issuance of a new solicitation #23RFP80 for Property/Casualty/Workers' Comp TPA.

**Background**

The original solicitation required a mandatory pre-solicitation meeting that is not necessary and it contained an error in the specifications that could prevent obtaining maximum competition and best value for the county. The new solicitation will cure these items.

Williamson County is requesting proposals in order to determine the costs of moving to a self-funded worker's comp program. Williamson County is currently fully insured for workers compensation but is considering the creation of a self-funded program and is seeking proposals for a third-party administrator (TPA) with network and peripheral options to run the program. The expenditure will be charged to a newly-created Risk Fund for the FY24 budget. The fund will not be created until/unless Williamson County opts for a self-funded program. Department contact is Malea Schmitt.

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Brenda Fuller  
Final Approval Date: 06/01/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

06/01/2023 09:42 AM  
06/01/2023 09:46 AM  
Started On: 05/22/2023 04:30 PM

**Commissioners Court - Regular Session**

27.

**Meeting Date:** 06/06/2023

Approval of Purchase of Bulk Order of Computers from Dell Technologies for Countywide Departments via Information Systems

**Submitted For:** Joy Simonton

**Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the third bulk purchase #2023216 for budgeted computers and equipment from Dell Technologies, for a total not-to-exceed amount of \$99,539.31, pursuant to the DIR contract #DIR-TSO-3763.

**Background**

Items specified are for both new and replacement computers and equipment. The attached quote contains the order information. The cost of \$99,539.31 is a not-to-exceed purchase amount. Information Systems and Budget have approved this purchase. Legal and contract audit have reviewed the quote. This purchase of computers and equipment will benefit Williamson County with bulk order discounts. There are multiple line item expenditures used for this purchase from various departments as approved in the FY23 budget. The department point of contact is Richard Semple.

**Fiscal Impact**

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

**Attachments**

Dell Computers Redacted Quote

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 06/01/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

05/31/2023 04:55 PM  
06/01/2023 08:47 AM  
Started On: 05/23/2023 08:38 AM



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

<b>Quote No.</b>	[REDACTED]	<b>Sales Rep</b>	[REDACTED]
<b>Total</b>	\$99,539.31	<b>Phone</b>	[REDACTED]
<b>Customer #</b>	[REDACTED]	<b>Email</b>	[REDACTED]
<b>Quoted On</b>	May. 22, 2023	<b>Billing To</b>	[REDACTED]
<b>Expires by</b>	Jun. 21, 2023		
<b>Contract Name</b>	[REDACTED]		
<b>Contract Code</b>	[REDACTED]		
<b>Customer Agreement #</b>	[REDACTED]		
<b>Deal ID</b>	[REDACTED]		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,  
[REDACTED]

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
[REDACTED]	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5340	\$1,300.00	7	\$9,100.00
Mobile Precision 3581	\$1,470.00	36	\$52,920.00
Mobile Precision 3581	\$1,640.00	3	\$4,920.00
OptiPlex Small Form Factor (7010)	\$910.00	13	\$11,830.00

Dell Thunderbolt 4 Dock- WD22TB4	\$195.00	38	\$7,410.00
Logitech MK270 Wireless Keyboard and Mouse Combo	\$26.39	29	\$765.31
Dell Monitor Slim Soundbar - SB521A	\$30.00	12	\$360.00
Dell Performance Dock- WD19DCS	\$240.00	1	\$240.00
Dell 24 Monitor - P2422H, 60.5cm (23.8")	\$170.00	25	\$4,250.00
Dell Essential 15 Inch Laptop Briefcase - ES1520C	\$17.00	22	\$374.00
Dell 27 Monitor - P2722H, 68.6cm (27")	\$215.00	22	\$4,730.00
Dell 34 Curved USB-C Monitor - P3421WM, 86.5cm (34")	\$410.00	6	\$2,460.00
Logitech MK120 Wired Keyboard and Mouse Combo - Black	\$15.00	12	\$180.00

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Subtotal:	\$99,539.31
Shipping:	\$0.00
Non-Taxable Amount:	\$99,539.31
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<b>Total:</b>	<b>\$99,539.31</b>

## Shipping Group Details

### Shipping To



### Shipping Method

Standard Delivery

	\$1,300.00	Quantity 7	Subtotal \$9,100.00
<b>Dell Latitude 5340</b>			
Estimated delivery if purchased today: Jun. 12, 2023			
Contract [REDACTED]			
Customer Agreement [REDACTED]			

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5340 XCTO Base	210-BGBF	-	7	-
13th Generation Intel(R) Core(TM) i5-1345U vPro (12 MB cache, 10 cores, up to 4.7 GHz)	379-BFBR	-	7	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	7	-
No Microsoft Office License Included	658-BCSB	-	7	-
Intel 13th Generation Core i5-1345U vPro, 16GB LPDDR5 Memory, Intel Integrated Graphics, TBT4	338-CHGB	-	7	-
Intel vPro Enterprise Management Enabled	631-ADQH	-	7	-
16GB LPDDR5/x Onboard Memory, 4800MT/s (dual channel)	370-AHMM	-	7	-
512 GB, M.2, PCIe NVMe, SSD, Class 35	400-BOLI	-	7	-
2-in-1 13.3" FHD (1920x1080) Touch, AR+AS, IPS, 300 nits, FHD IR Cam, WLAN/WWAN (4G), Pen Supp, GGDX	391-BHGM	-	7	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBIE	-	7	-
English US backlit keyboard, 79-key	583-BHBS	-	7	-
Intel AX211, 2x2, 802.11ax, MU-MIMO Driver, Bluetooth	555-BIKS	-	7	-
Intel(R) Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth Wireless Card	555-BHHU	-	7	-
3- cell, 54Wh Battery, Express Charge Capable	451-BDBL	-	7	-
65W AC Rugged adapter, USB Type-C, TCO Gen 9 compliant	492-BDJG	-	7	-
Single Pointing, No Palmrest Security Options	346-BIMQ	-	7	-
E4 Power Cord 1M for US	537-BBDO	-	7	-
Latitude 5340 2-in-1 Quick Start Guide	340-DDMG	-	7	-
ENERGY STAR Qualified	387-BBPC	-	7	-
Custom Configuration	817-BBBB	-	7	-
Dell Additional Software	658-BFQB	-	7	-
DAO Mix Model 65W Adapter (2N1) V2	340-DJWT	-	7	-
Intel Core i5 vPro Enterprise Label	340-CYNW	-	7	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	7	-
MOD,DOOR,BTM,WHN,5340V	321-BJSX	-	7	-
Intel(R) Rapid Storage Technology Driver	409-BCWY	-	7	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	7	-

Thank you choosing Dell ProSupport. For tech support, visit [//support.dell.com/ProSupport](https://support.dell.com/ProSupport)

Dell Limited Hardware Warranty	989-3449	-	7	-
ProSupport: 7x24 Technical Support, 3 Years	997-8317	-	7	-
ProSupport: Next Business Day Onsite, 1 Year	997-8344	-	7	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8349	-	7	-
	997-8354	-	7	-

**Mobile Precision 3581**

Estimated delivery if purchased today:

Jun. 07, 2023

Contract [REDACTED]  
Customer Agreement [REDACTED]

	<b>Quantity</b>	<b>Subtotal</b>
<b>\$1,470.00</b>	<b>36</b>	<b>\$52,920.00</b>

Description	SKU	Unit Price	Quantity	Subtotal
Mobile Precision Workstation 3581 CTO	210-BGDR	-	36	-
Intel Core i5-13600H, vPro Enterprise (18MB Cache, 12 Cores, 16 Threads, 2.8 - 4.8 GHz Turbo, 45W)	379-BFDR	-	36	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	36	-
No Microsoft Office License Included	658-BCSB	-	36	-
Intel Core i5-13600H Processor with vPro and Integrated Graphics	329-BHXZ	-	36	-
Intel® Integrated Graphics	490-BIGI	-	36	-
15.6" FHD 1920 x 1080, 60 Hz, 400 nits, non-touch, IR FHD Camera and Mic with WLAN + 4G WWAN	391-BHJU	-	36	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBJG	-	36	-
16 GB, 2 x 8 GB, DDR5, 4800 MT/s	370-AGZH	-	36	-
512GB, M.2 2230, Gen 4 PCIe NVMe SSD, Class 35	400-BOVQ	-	36	-
No Additional Hard Drive	401-AAGM	-	36	-
No RAID	780-BBFE	-	36	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	36	-
Single Pointing, No Palmrest Security Options	346-BINQ	-	36	-
Intel AX211 Wi-Fi 6/6E (up to 6GHz where available) 2x2 with Bluetooth Wireless	555-BHLT	-	36	-
4 Cell, 64Whr, Standard Battery	451-BDDK	-	36	-
4 Cell Battery Cable	451-BDDN	-	36	-
100W AC adapter, USB Type-C, TCO Gen9 compliant	492-BDIO	-	36	-
Intel vPro Enterprise Technology Enabled	631-BBHV	-	36	-
ENERGY STAR Qualified	387-BBLW	-	36	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	36	-
Power Cord 1M US	470-AFGV	-	36	-
Wireless Intel AX211 WLAN Driver MOD-SRV	555-BJML	-	36	-
Mix Packaging for 100W Adapter	340-DKFS	-	36	-
Custom Configuration	817-BBBB	-	36	-
Intel Core i5 vPro Enterprise Label	340-CYNW	-	36	-
Dell Additional Software	658-BFPP	-	36	-
Quick Setup Guide for Mobile Precision 3581	340-DJXT	-	36	-
Bottom Door	354-BBHG	-	36	-

Intel(R) Rapid Storage Technology Driver	409-BCWS	-	36	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-1061	-	36	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-1096	-	36	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	36	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-1142	-	36	-
ProSupport Plus: Next Business Day Onsite, 3 Years	997-6066	-	36	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	36	-

**Mobile Precision 3581**

Estimated delivery if purchased today:

Jun. 06, 2023

Contract

Customer Agreement

	<b>Quantity</b>	<b>Subtotal</b>
<b>\$1,640.00</b>	<b>3</b>	<b>\$4,920.00</b>

Description	SKU	Unit Price	Quantity	Subtotal
Mobile Precision Workstation 3581 CTO	210-BGDR	-	3	-
Intel Core i7-13700H, vPro Essentials (24MB Cache, 14 Cores, 20 Threads, 2.4 - 5.0 GHz Turbo, 45W)	379-BFDQ	-	3	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	3	-
No Microsoft Office License Included	658-BCSB	-	3	-
Intel Core i7-13700H Processor with NVIDIA RTX A500 4GB GDDR6 Graphics	329-BHXU	-	3	-
NVIDIA® RTX A500, 4GB GDDR6 Graphics Card	490-BIGM	-	3	-
15.6" FHD 1920 x 1080, 60 Hz, 250 nits, non-touch, RGB FHD Camera and Mic with WLAN	391-BHKE	-	3	-
FHD Camera, Temporal Noise Reduction, No ExpressSign-In, Camera Shutter, Mic	319-BBIW	-	3	-
32 GB, 2 x 16 GB, DDR5, 4800 MT/s	370-AGZK	-	3	-
512GB, M.2 2230, Gen 4 PCIe NVMe SSD, Class 35	400-BOVQ	-	3	-
No Additional Hard Drive	401-AAGM	-	3	-
No RAID	780-BBFE	-	3	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	3	-
Single Pointing, No Palmrest Security Options	346-BINQ	-	3	-
Intel AX211 Wi-Fi 6/6E (up to 6GHz where available) 2x2 with Bluetooth Wireless	555-BHLT	-	3	-
4 Cell, 64Whr, Standard Battery	451-BDDK	-	3	-
4 Cell Battery Cable	451-BDDN	-	3	-
130W Type C Power Adapter	492-BDGH	-	3	-
Intel vPro Essentials Technology Enabled	631-BBHX	-	3	-
ENERGY STAR Qualified	387-BBLW	-	3	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	3	-
Power Cord 1M US	470-AFGV	-	3	-
Wireless Intel AX211 WLAN Driver MOD-SRV	555-BJML	-	3	-
Mix Packaging for 130W Adapter	340-DKFX	-	3	-
Custom Configuration	817-BBBB	-	3	-
Intel Core i7 vPro Essentials Label	389-ECWK	-	3	-

Dell Additional Software	658-BFPP	-	3	-
Quick Setup Guide for Mobile Precision 3581	340-DJXT	-	3	-
Bottom Door	354-BBHG	-	3	-
Intel(R) Rapid Storage Technology Driver	409-BCWS	-	3	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-1061	-	3	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-1096	-	3	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	3	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-1142	-	3	-
ProSupport Plus: Next Business Day Onsite, 3 Years	997-6066	-	3	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	3	-

			<b>Quantity</b>	<b>Subtotal</b>
<b>OptiPlex Small Form Factor (7010)</b>		<b>\$910.00</b>	<b>13</b>	<b>\$11,830.00</b>

Estimated delivery if purchased today:

Jun. 12, 2023

Contract

Customer Agreement

Description	SKU	Unit Price	Quantity	Subtotal
13th Gen Intel Core i5-13500 (6+8 Cores/24MB/20T/2.5GHz to 4.8GHz/65W)	338-CHBS	-	13	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	13	-
No Microsoft Office License Included	658-BCSB	-	13	-
16GB (2x8GB) DDR4 Non-ECC Memory	370-AGFS	-	13	-
M.2 2280 512GB PCIe NVMe Class 40 SED Solid State Drive	400-BOHX	-	13	-
M.2 22x30 Thermal Pad	412-AAQT	-	13	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	13	-
AMD Radeon RX 6300 2GB GDDR6,Low Profile,2xDP	490-BIDH	-	13	-
OptiPlex SFF with 180W Bronze Power Supply	329-BHPU	-	13	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	13	-
DVD+/-RW Bezel	325-BDSG	-	13	-
8x DVD+/-RW 9.5mm Slimline Optical Disk Drive	429-ABFH	-	13	-
CMS Essentials DVD no Media	658-BBTV	-	13	-
Chassis Intrusion Switch	461-AAJL	-	13	-
No Additional Add In Cards	382-BBHx	-	13	-
No Additional Video Ports	492-BCKH	-	13	-
No Keyboard Selected	580-AABG	-	13	-
No Mouse Selected	570-AAAF	-	13	-
No Cover Selected	325-BCZQ	-	13	-
Dell Additional Software	658-BFPY	-	13	-
ENERGY STAR Qualified	387-BBLW	-	13	-
Dell Watchdog Timer	379-BEZG	-	13	-
Quick Start Guide, OptiPlex Small Form	340-DDFL	-	13	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	13	-
Shipping Material	340-CQYR	-	13	-

Shipping Label	389-BBUU	-	13	-
Regulatory Label for OptiPlex SFF 180W, FSJ	389-FBFX	-	13	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	13	-
SW Driver, Intel Rapid Storage Technology, OptiPlex Small Form	658-BFQF	-	13	-
Intel Core i5 vPro Essentials Processor Label	340-CYUO	-	13	-
Desktop BTO Standard shipment	800-BBIO	-	13	-
Custom Configuration	817-BBBB	-	13	-
OptiPlex Small Form Factor (7010)	210-BFXG	-	13	-
Internal Speaker	520-AARD	-	13	-
Intel vPro Essentials	631-ADPI	-	13	-
VMWCB Endpoint Stnd NGAV B-EDR w/ProSupport 1yr	528-CHEC	-	13	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	13	-
ProSupport: Next Business Day Onsite, 3 Years	803-8646	-	13	-
ProSupport: 7x24 Technical Support, 3 Years	803-8702	-	13	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	13	-
No Accidental Damage Selected	981-4619	-	13	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	13	-

			<b>Quantity</b>	<b>Subtotal</b>
<b>Dell Thunderbolt 4 Dock- WD22TB4</b>		<b>\$195.00</b>	<b>38</b>	<b>\$7,410.00</b>

Estimated delivery if purchased today:  
May. 30, 2023  
Contract [REDACTED]  
Customer Agreement [REDACTED]

Description	SKU	Unit Price	Quantity	Subtotal
BASE,DS,WD22TB4 US 180W	210-BDQH	-	38	-
Advanced Exchange Service, 3 Years	872-8550	-	38	-
Dell Limited Hardware Warranty	872-8557	-	38	-

			<b>Quantity</b>	<b>Subtotal</b>
<b>Logitech MK270 Wireless Keyboard and Mouse Combo</b>		<b>\$26.39</b>	<b>29</b>	<b>\$765.31</b>

Estimated delivery if purchased today:  
May. 31, 2023  
Contract [REDACTED]  
Customer Agreement [REDACTED]

Description	SKU	Unit Price	Quantity	Subtotal
Logitech MK270 Wireless Keyboard and Mouse Combo	A6949681	-	29	-

			<b>Quantity</b>	<b>Subtotal</b>
<b>Dell Monitor Slim Soundbar - SB521A</b>		<b>\$30.00</b>	<b>12</b>	<b>\$360.00</b>

Estimated delivery if purchased today:  
May. 25, 2023  
Contract [REDACTED]  
Customer Agreement [REDACTED]

Description	SKU	Unit Price	Quantity	Subtotal
Dell Monitor Slim Soundbar - SB521A	520-AARU	-	12	-

			<b>Quantity</b>	<b>Subtotal</b>
<b>Dell Performance Dock- WD19DCS</b>		<b>\$240.00</b>	<b>1</b>	<b>\$240.00</b>

Estimated delivery if purchased today:  
May. 26, 2023  
Contract [REDACTED]  
Customer Agreement [REDACTED]

Description	SKU	Unit Price	Quantity	Subtotal
Dell Performance Dock – WD19DCS	210-AZBN	-	1	-
Advanced Exchange Service, 3 Years	824-3984	-	1	-
Dell Limited Hardware Warranty	824-3993	-	1	-
			<b>Quantity</b>	<b>Subtotal</b>
<b>Dell 24 Monitor - P2422H, 60.5cm (23.8")</b>		<b>\$170.00</b>	<b>25</b>	<b>\$4,250.00</b>

Estimated delivery if purchased today:

May. 26, 2023

Contract [REDACTED]

Customer Agreement [REDACTED]

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	210-BBCC	-	25	-
Dell Limited Hardware Warranty	814-5380	-	25	-
Advanced Exchange Service, 3 Years	814-5381	-	25	-
			<b>Quantity</b>	<b>Subtotal</b>
<b>Dell Essential 15 Inch Laptop Briefcase - ES1520C</b>		<b>\$17.00</b>	<b>22</b>	<b>\$374.00</b>

Estimated delivery if purchased today:

May. 25, 2023

Contract [REDACTED]

Customer Agreement [REDACTED]

Description	SKU	Unit Price	Quantity	Subtotal
Dell Essential 15 Inch Laptop Briefcase - ES1520C	460-BCTK	-	22	-
			<b>Quantity</b>	<b>Subtotal</b>
<b>Dell 27 Monitor - P2722H, 68.6cm (27")</b>		<b>\$215.00</b>	<b>22</b>	<b>\$4,730.00</b>

Estimated delivery if purchased today:

May. 25, 2023

Contract [REDACTED]

Customer Agreement [REDACTED]

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 Monitor - P2722H, 68.6cm (27")	210-BBCK	-	22	-
Dell Limited Hardware Warranty	814-5380	-	22	-
Advanced Exchange Service, 3 Years	814-5381	-	22	-
			<b>Quantity</b>	<b>Subtotal</b>
<b>Dell 34 Curved USB-C Monitor - P3421WM, 86.5cm (34")</b>		<b>\$410.00</b>	<b>6</b>	<b>\$2,460.00</b>

Estimated delivery if purchased today:

May. 25, 2023

Contract [REDACTED]

Customer Agreement [REDACTED]

Description	SKU	Unit Price	Quantity	Subtotal
Dell 34 Curved USB-C Monitor - P3421WM, 86.5cm (34")	210-BCEG	-	6	-
Advanced Exchange Service 3 Years	844-1960	-	6	-
Dell Limited Hardware Warranty	844-1966	-	6	-
			<b>Quantity</b>	<b>Subtotal</b>
<b>Logitech MK120 Wired Keyboard and Mouse Combo - Black</b>		<b>\$15.00</b>	<b>12</b>	<b>\$180.00</b>

Estimated delivery if purchased today:

May. 30, 2023

Contract [REDACTED]

Customer Agreement [REDACTED]

Description	SKU	Unit Price	Quantity	Subtotal
Logitech MK120 Wired Keyboard and Mouse Combo - Black	A6999510	-	12	-

<b>Subtotal:</b>	<b>\$99,539.31</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$99,539.31</b>

## Important Notes

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### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

**Commissioners Court - Regular Session**

28.

**Meeting Date:** 06/06/2023

Junior League partnership with WCRAS

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

**Department:** Animal Services

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

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

**Fiscal Impact**

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

Junior League Agreement

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Misty Valenta

Final Approval Date: 05/30/2023

**Reviewed By**

Becky Pruitt

**Date**

05/30/2023 04:23 PM

Started On: 05/30/2023 01:52 PM



## Community Project Contract Checklist

COMMUNITY PROJECT INFORMATION	
Organization Name:	Williamson County Regional Animal Shelter
Address:	1855 S.E. Inner Loop, Georgetown, TX, 78626, United States
Telephone Number:	(512) 943-3322

CHECKLIST/DEADLINES		
<input type="checkbox"/>	Signed contract due to Junior League of Austin	May 31, 2023
<input type="checkbox"/>	Listing of staff related to each volunteer opportunity (Section 5 – Reports)	June 30, 2023
<input type="checkbox"/>	Submit Copy of Insurance (Section 9 – Insurance and Indemnity)	June 30, 2023
<input type="checkbox"/>	Calendar of 2023 – 2024 meetings of the Board of Directors (Section 10 – Board Attendance) – May be submitted via Volunteer Preparation Form	June 30, 2023
<input type="checkbox"/>	Funds distributed by Junior League of Austin (upon receipt of executed contract, proof of insurance and volunteer preparation form, and upon initial engagement of Junior League of Austin volunteers)	July 1 through October 30, 2023
<input type="checkbox"/>	Mid-year report due	December 1, 2023
<input type="checkbox"/>	Final report due	May 15, 2024

**COMMUNITY PROJECT CONTRACT**  
**Williamson County Regional Animal Shelter**

This Project Contract ("Contract") is entered into by and between **THE JUNIOR LEAGUE OF AUSTIN**, a Texas non-profit corporation (the "Junior League"), and **Williamson County Regional Animal Shelter**, an organization exempt from taxes under Section 115 or 501(c)(3) of the Internal Revenue Code or the doctrine of governmental immunity (the "Organization").

1. TERM. Except as otherwise provided herein, the term of this Contract shall commence on June 1, 2023, and terminate on May 31, 2024.
2. PURPOSE. The purpose of this Contract is to work with **Williamson County Regional Animal Shelter**. (“the Program”).
3. FINANCE. The Junior League agrees to contribute from its General Fund the sum of **\$420.00** **solely** for the benefit of the Program to be disbursed upon full execution of the contract, receipt of proof of insurance and volunteer preparation form, and upon initial engagement of Junior League of Austin volunteers, on or following July 1, 2023, to be used solely for the Program as follows:

All contributions are contingent upon the Junior League being reasonably satisfied that all donated funds will be used for the purposes set forth herein and receipt of both a mid-year and final report. Should the Organization fail to use the funds as indicated without prior written approval, fail to submit the mid-year and final report outlining how funds were expended, or fail to reasonably honor the volunteer expectations outlined herein by December 31, 2023, the Organization waives and relinquishes any rights to any such contribution and may be required to repay the full grant amount.

4. VOLUNTEERS. The Junior League’s funding is contingent upon the Organization providing volunteer opportunities for the project which is the subject of this Contract, and The Junior League agrees to provide volunteers for the project which is the subject of this Contract in one or more of the following capacities: **volunteer position(s)**. The Organization agrees to

offer timely and appropriate training and placement for any volunteer so placed and to promptly furnish the Junior League with any information reasonably requested by the Junior League concerning such training and placement. Should volunteer opportunities change from what is described herein, it is the responsibility of the Organization to communicate any changes in writing to the Junior League and make reasonable accommodations to utilize the volunteers placed with them. If the Organization cannot provide and execute a sufficient and agreed-upon plan for Junior League volunteers by December 31, 2023, the Organization may be required to repay the full grant amount.

5. REPORTS. The Organization shall provide a listing of staff related to each volunteer opportunity including, at least, the executive director, a volunteer coordinator or related staff, and the like. The listing shall be provided to the Junior League by at least June 30, 2023. The Organization shall complete a mid-year written report or online survey concerning the project which is the subject of this Contract to the Junior League by December 1, 2023. The Organization shall complete a written final report or online survey concerning the project which is the subject of this Contract to the Junior League by May 15, 2024.
6. RECORDS. The Junior League shall be entitled to a copy of any certified or uncertified financial statements or budget of the Organization and shall be entitled to examine the financial records of the Organization upon reasonable notice during regular business hours.
7. PUBLICITY. The Organization agrees to recognize the Junior League in any and all reasonable publicity it produces, purchases, or contracts for which specifically refers to the Program and to furnish a copy of all such publicity to the Junior League. Where reasonable, the Organization may include the Junior League's logo, including the words "A Project of The Junior League of Austin" on the Organization's letterhead, website, newsletter, social media handles, blogs, and other Promotional materials and shall provide copies or other evidence to the Junior League along with the mid-year and final reports, to indicate that it has complied with this provision of the Contract. If it is impractical or overly burdensome for the

Organization to publicly recognize and promote The Junior League's contribution, the Organization shall provide The Junior League with a written statement by June 30, 2023, stating why it is impractical or overly burdensome to comply with the provision. The organization shall remove and cease to use the Junior League's logo upon the termination of this Contract or request of the Junior League prior to the termination of the Contract.

8. REVIEW AND TERMINATION. The Junior League may, in its sole discretion, review the performance of the Organization under this Contract and withdraw some or all of its volunteers, terminate this Contract, or exercise other remedies if the Junior League reasonably determines (i) that the Organization's obligations hereunder are not being performed in accordance with the terms hereof, (ii) that continued performance of this Contract might jeopardize The Junior League's tax-exempt status, (iii) that continued performance of this Contract might adversely affect the Junior League's reputation in the community or (iv) that continued performance of this Contract exposes Junior League volunteers to unsafe conditions or situations, as determined in the Junior League's sole discretion. Such termination shall be carried out by the Junior League's giving notice of termination to the Organization. Termination shall be effective as of the date of termination stated in the notice, which date shall be at least thirty (30) days after the date of the notice, except a termination pursuant to Section 8(iv), which shall be upon notice. Upon termination of the Contract, neither party shall have any obligation for future performance, but neither party shall be relieved of any failure to perform obligations due or incurred prior to the termination date. After notice of termination is given, no right to reimbursement or payment shall exist except for those expenses thereafter approved in writing in advance by The Junior League.
9. INSURANCE AND INDEMNITY. The Organization, at all times during the term of its project partnership with the Junior League, agrees to purchase, at the Organization's sole cost and expense, and maintain in full force a comprehensive general liability insurance policy,

written on an occurrence basis; issued by a Texas licensed insurance company reasonably satisfactory to the Junior League; with limits of at least \$1,000,000 combined single limit per occurrence for death, bodily injury and/or damage to property; with the Junior League, its members, officers, directors, and employees named as additional insured. The Organization shall provide copies or other evidence to the Junior League by June 30, 2023, to indicate that it has complied with this provision of the Contract. Such policy shall be cancelable with respect to the Junior League only upon thirty (30) days prior written notice to the Junior League. The Organization will furnish the Junior League with evidence of such coverage upon execution of this Contract and evidence of all renewals thereof, together with proof of payment of all premiums at least ten (10) days prior to the expiration of any such coverage. Without limiting the foregoing, the Organization does hereby also agree to indemnify and hold harmless the Junior League and its members, officers, directors, and employees of and from any and all claims, demands, actions, causes of action, liabilities, and expenses (including attorneys' fees and all other reasonable expenses of litigation or defense against claims) arising out of or related to any and all obligations of the Junior League under this Contract, and any acts or failure to act by any Junior League member in connection with any volunteer placement under this Contract.

10. BOARD ATTENDANCE. The Organization agrees that one member of the Junior League, selected by the Junior League, shall be entitled to attend all meetings of the Board of Directors of the Organization solely in an advisory capacity and not as a Director during the term of this Contract. The Organization shall provide dates of 2023-2024 meetings of the Board of Directors to the Junior League by June 30, 2023, to indicate that it has complied with this provision of the Contract.
11. ANTIDISCRIMINATION. By executing this contract and accepting funds from the Junior League of Austin, the Organization agrees to the following anti-discrimination statement:  
The Junior League of Austin and its community partners do not and shall not discriminate

on the basis of gender identity, sexual orientation, disability, age, military or veteran status, race, religion or national origin in any of its activities or operations.

12. NOTICES. All notices, requests, and other communication hereunder shall be in writing and shall be deemed sufficiently given if (i) mailed by first class mail, postage prepaid, (ii) hand-delivered, or (iii) sent by fax, telecopy or electronic mail to the respective parties at the addresses set forth below, or at such other address of which the party receiving such notice shall have notified the party giving such notice in writing. Notice deposited in the United States mail in the manner set forth above shall be deemed given effective upon the earlier of receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective upon receipt by the party to be notified.

If to the Junior League:

THE JUNIOR LEAGUE OF AUSTIN  
5330 Bluffstone Lane  
Austin, TX 78759  
Attn: Community Vice President  
Email: [communityvp@jlaustin.org](mailto:communityvp@jlaustin.org)

If to the Organization:

Williamson County Regional Animal Shelter  
1855 S.E. Inner Loop, Georgetown, TX, 78626, United States  
Attn: Misty Valenta  
Email: [Mvalenta@wilco.org](mailto:Mvalenta@wilco.org)

13. LIMITED LIABILITY. In no event shall the Junior League be liable for incidental, consequential, special, indirect, punitive, or exemplary damages arising out of or relating to this contract, even if the Junior League has been advised of the possibility of the foregoing. If the Junior League is ever determined to be liable to the Organization under this contract, its sole liability shall be refund amounts paid under this contract.
14. GOVERNING LAW; VENUE; ASSIGNMENT. This Contract, and any dispute relating to this Contract, whether in tort, in contract, or otherwise, shall be governed by the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule

(whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. Courts within the State of Texas shall have jurisdiction over any and all disputes arising under or pertaining to this Contract, and the venue for all such disputes shall be in Travis County, Texas. Neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned by either party (other than by operation of law) without the prior written consent of the other party hereto, which consent may not be unreasonably withheld. This Contract will be binding upon and inure to the benefit of the parties, their legal representatives, successors, and permitted assigns.

15. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Contract contains the entire agreement among the parties with respect to the subject matter hereof and supersedes any prior and contemporaneous arrangement or understanding with respect to that subject matter. There are no oral agreements among the parties hereto. This Contract may not be amended except by a written and signed by an authorized representative of the Junior League and the Organization. Any waiver of any terms or conditions of this Contract by the Junior League shall not be construed as a continuing waiver but shall only apply to the particular matter involved.
16. EXPIRATION. This Contract shall expire and be of no force or effect whatever unless it has been fully executed by all parties on or before June 30, 2023.

EXECUTED as of the 1st day of June 2023.

<p>THE JUNIOR LEAGUE OF AUSTIN</p> <p>By:  _____ President</p> <p>By:  _____ Treasurer</p>	<p>Williamson County Regional Animal Shelter</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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**Commissioners Court - Regular Session**

29.

**Meeting Date:** 06/06/2023

Petco Love Investment

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

**Department:** Animal Services

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving a Grant Letter Agreement between Petco Love and Williamson County regarding Petco's grant of up to \$100,000.00 to be used to support the mission and purpose of the Williamson County Regional Animal Shelter.

**Background**

Petco Love has invested \$100,000 in the Williamson County Regional Animal Shelter. Petco Love allows the grant recipients to chose what to spend the grant on as long as it is not part of what is already covered in the budget and that it contributes and/or increases life-saving. This grant was to support community-based work, including funding a position to oversee the initiatives, continue our partnership with Jail to Jobs, and support community animal wellness.

**Fiscal Impact**

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

Petco Love Agreement

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Misty Valenta

Final Approval Date: 05/30/2023

**Reviewed By**

Becky Pruitt

**Date**

05/30/2023 04:26 PM

Started On: 05/30/2023 03:43 PM



Petco Love  
654 Richland Hills Drive  
San Antonio, TX 78245

May 30, 2023

Williamson County Regional Animal Shelter  
1855 SE Inner Loop  
Georgetown, TX 78626

Dear Misty Valenta:

I am pleased to inform you that Petco Love, a nonprofit changing lives, has decided to make a grant investment (the "Investment") in Grantee identified above to support the non-profit mission and/or charitable purpose of Grantee.

This grant letter (the "Grant Letter") and Petco Love Grant Investment Terms, attached as Appendix A (together with this Grant Letter, the "Agreement") will govern the terms of the Investment. The terms "partner" and "partnership" used in the Agreement shall be limited to the Investment relationship set forth in and created by this Agreement and shall in no way create or establish a legal partnership between the Grantee and Petco Love.

A. Investment terms

The Investment period will begin from the date of Grantee's countersignature of this Grant Letter and will continue through the date specified below as the end date. The Investment will be paid in one or more installments beginning on or before the Initial Payment Date. Payments shall be made in the amounts and at the times as stated more fully below. The Investment shall be for the Investment Purpose stated below.

<b>Investment Terms</b>	
Investment amount	\$100,000.00
Investment Purpose	Lifesaving Investment
Investment Period end date	06/30/2024



Payment Schedule:

Payment: Due on or before:

\$100,000.00	06/30/2023
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Reporting Schedule:

Name: Due on or before:

Lifesaving Impact Award Report	04/30/2024
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B. Additional Terms and Conditions

Grantee will recognize the Investment and partner with Petco Love in the following ways, as mutually acceptable to, and approved in advance by Petco Love:

Celebrate and recognize the Investment in the following ways:

- a. Issue a press release announcing the Investment using best efforts to assure wide dissemination of such press release for promotion of the Investment.
- b. Prominently display Petco Love’s logo on Grantee’s website during the Grant Investment Period.
- c. Prominently display the Investment celebration check and other assets, if provided, in Grantee’s lobby or other prominent location during the investment period.
- d. Promote the Investment on social media and other public promotional opportunities in conjunction with the announcement of the Investment, and monthly thereafter during the Grant Investment Period.
- e. Identify Petco Love as *the primary sponsor* of four (4) or more adoption events or other promotions, which may include ongoing promotions, each year during the Grant Investment Period.

Petco Love is a national nonprofit that strives to support its partner organizations with valuable solutions, social activations, and benefits in addition to grant investments.

Partnership is a key component of your relationship with Petco Love. Partner organizations should participate in the following:

- f. Key staff members of the organization (including the CEO or Executive Director) will sign up for, receive and review the Petco Love Newsletter to be aware of all partnership opportunities and requirements.



- g. Integrate with and actively promote Petco Love Lost, our national lost and found database, to help lost pets reunite with their families through various methods including social media, website, adoption paperwork, and other opportunities, including prominent placement of Petco Love Lost on your website and Facebook page. If data feed not currently showing at least 75% of animals in care, update software privacy permissions to maximize visibility of pets in care to a minimum of 75%.
- h. Participate in our Partnership Activations including National Pet Vaccination Month (March), National Foster A Pet Month (June), Lost Dog and Cat Awareness, Love Stories, and others to be determined, by sharing the information publicly via social media, website, and other methods used by your organization to communicate with your adopters and supporters.
- i. Utilize Petco Love marketing toolkits available on our website to promote Petco Love initiatives, adoption events, and other lifesaving promotions.
- j. Share post-adoption support materials when made available by Petco Love to adopters.
- k. If Grantee is an approved Petco Love adoption partner, Grantee shall:
  - i. Designate a representative of Grantee to receive all Petco Love communications, including newsletter and email notifications.
  - ii. Utilize Petco Love branded adoption, social media recommendations and hashtags, and other outreach materials.
  - iii. Coordinate with the manager of the Petco store to assure all adoptions are communicated to onsite Petco staff and recorded appropriately
  - iv. Participate in such adoption events in a manner that encourages the greatest number of adoptions possible.
  - v. Participate in the Petco Love's annual foster program awareness and recruitment event (Be A Foster) in Petco stores to recruit foster parents and increase lifesaving efforts.
- l. If Grantee is not an approved Petco Love adoption partner, Grantee shall complete the application to become an adoption partner on the grant application portal within sixty (60) days of executing this agreement, unless otherwise exempted by Petco Love.
- m. Complete all follow up reports as assigned in the grant application portal.
- n. Should any of these funds be invested in a capital improvement or capital purchase, such investment shall be specifically for such purpose and the award shall be recognized in a manner mutually agreed upon and approved in advance by Petco Love.
- o. Should any of these funds be utilized for the purchase or operation of a vehicle, Petco Love shall be recognized with prominent logo placements on three sides of the vehicle used or purchased.



If Grantee agrees to the terms and conditions of the Agreement, please sign in the space provided below and return a signed copy of this Grant Letter to Petco Love. You represent that you are authorized to execute the Agreement on behalf of Grantee.

Petco Love asks that you return the signed copy to Petco Love at 654 Richland Hills Drive, San Antonio, TX 78245 within forty-five (45) days from the date written above. If Petco Love has not received the signed copy by that time, Petco Love may withdraw the offer of the Investment.

Yours sincerely,

PETCO LOVE

DocuSigned by:

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

*Susanne Kogut*

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

Susanne Kogut

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

President

Accepted and agreed to this date: \_\_\_\_\_

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

Name: Misty Valenta

Title: Shelter Director



## Appendix A

### Petco Love Grant Investment Terms

Terms not defined herein have the meanings provided in the Grant Letter.

#### Section 1. Investment generally

##### A. Definitions

Lifesaving – funds invested in animal welfare organizations for operations, programs and partnerships that reduce the number of animals in shelters being needlessly euthanized and do so in a responsible and sound manner. Unless otherwise restricted in the Grant Letter, a grant whose purpose is Lifesaving Investment may be used in an unrestricted manner so long as the purpose is to responsibly achieve a reduction in euthanasia of companion animals in the United States.

Spay/Neuter – funds invested in spay/neuter organizations for the purposes of providing spay/neuter services at subsidized rates, including free services, to those of modest means or to those persons seeking such services for any pet most in need in the community served by such organization. Funds may be used in an unrestricted manner to provide such spay/neuter services and decisions regarding need-based requirements are made in the sole discretion of the organization, including any designation of categories of animals most in need.

##### B. Purpose of Petco Love investment

Petco Love makes grant investments in organizations that work to make the most significant impact possible with the support provided by Petco Love. Petco Love desires to support and encourage the work of those organizations that work together in an effort to create a nation where no animal is needlessly euthanized, where domestic animals can be trained to provide service to people and organizations in need, and where all domestic animals can be healthy and find lifelong homes and lifesaving medical care.

Accordingly, Petco Love agrees to make the Investment to Grantee pursuant to the terms of this Agreement. Grantee agrees that the Investment will be used solely for the purposes described in the Grant Letter, and may not be used for any other purpose without Petco Love's prior written approval.

##### C. Investment Amount and Use

Petco Love agrees to make the Investment to Grantee in the amount stated in the Grant Letter. The Investment will be payable as set forth in the Grant Letter.



If Grantee is a university or a governmental entity, division, or department, Grantee agrees that the Investment will not be used for the general operating purposes or account of the university or entity but will be (1) deposited in a separate account for use as specified herein; or (2) if no such separate account exists, will be segregated for record-keeping purposes and designated for use as specified herein.

If Grantee is a governmental entity, division, or department, Grantee agrees that the Investment will not be used in any way to decrease the allocation or budget of governmental funds for any animal welfare purpose.

### Section 2. Representation and Warranties of Grantee

- A. Grantee is (1) a nonprofit corporation organized and operated for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or (2) a governmental entity, division or department; and Grantee will use the Investment described herein solely for the exempt purposes stated in Section 1 above.
- B. Grantee is duly organized and validly existing under the laws of its state of incorporation or organization and has all requisite power and authority to conduct its business as now conducted and maintains all licenses, permits, and registrations and has satisfied all similar requirements necessary for its lawful operation.
- C. Grantee is in compliance with all applicable local, state and federal laws, regulations and other requirements.
- D. There are no claims, investigations, or proceedings in progress, pending or threatened against Grantee which, if determined adversely, would have a material effect on Grantee's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations or proceedings in progress, pending or threatened against Grantee which involve animal neglect or abuse.
- E. All information and materials contained in Grantee's applications to Petco Love for funds granted pursuant to this Agreement are true and correct in all material respects.

### Section 3. Additional Covenants of Grantee

- A. Any public messaging conducted or authorized by Grantee that includes information about Petco Love and/or its support will promote a positive message about helping animals and saving lives. Neither Grantee nor any of its representatives will disparage or speak negatively or take any action intended, or which would reasonably be expected, to harm Petco Love or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity for Petco Love.



- B. You will notify Petco Love of any leadership change of the executive director, CEO or similar titled leadership role.
- C. In the reports under Section 6 below, Grantee will certify to Petco Love that all representations and warranties shall be true and correct in all material respects. or of any leadership change or any other material change in Grantee's operations and staffing.

Section 4. Conditions to Grant Investment payments to Grantee

- A. All Representations and Warranties in Section 2 are true and correct in all material respects;
- B. Grantee shall have performed and complied with all covenants, agreements, obligations, and conditions contained in this Agreement including but not limited to the timely filing of all reports required under Section 6 below if applicable; and
- C. Grantee has progressed towards achievement of the purposes described above, as determined in Petco Love's sole discretion.

Section 5. Use of Content for Promotion/Publicity

Grantee hereby grants to Petco Love a worldwide, royalty-free, non-exclusive, non-transferrable licenses to copy, distribute, display, perform in all media now known or later developed: (A) Grantee's name and logo, as applicable; and (B), any photographs, videos, text, images, and other content provided by the Grantee to Petco Love pursuant to this Agreement (the "Grantee Content") solely in furtherance of the charitable and educational purposes of Petco Love, for the duration of the Grant Investment Period plus a period of three (3) years following the end of the Grant Investment Period. Grantee shall be responsible for obtaining all necessary rights from third parties with respect to the grant of such license and the use by Petco Love of the Grantee Content.

If Petco Love wishes to create content (whether photographs, videos, text, images, and other content) about Grantee (and its programs, facilities, operations, and related individuals) solely in furtherance of the charitable and educational purposes of Petco Love, Petco Love will retain all rights, including copyrights and other intellectual property rights, in the Petco Love Grantee Content so created and, upon request, Grantee will obtain releases and other permissions (in favor of Petco Love) and provide copies of such releases or permission to Petco Love.

Grantee may promote itself as a partner of Petco Love and, if Petco Love has given prior approval, use Petco Love's name and logo in connection with such promotion in accordance with Petco Love's trademark guidelines as may be provided from time to time. Such approval from Petco Love must be in writing (including by email) from an authorized representative and will not be unreasonably withheld. If Petco Love requests, Grantee will submit examples of proposed



uses of Petco Love name and trademarks contemplated under this Agreement before use to permit review and approval.

Each party will ensure that the names and/or logos used in accordance with this section will bear appropriate copyright and trademark notices or legends as provided by the owner. Except as expressly permitted in this section, neither party has any rights to use (or rights otherwise in or to) any trademarks, copyrights, trade names, logos, slogans, designs, labels, titles, or insignias now or hereafter owned, adopted, or used by the other party except with the prior written consent of the owning party. All use of the marks by the licensed party will inure to the benefit of the party granting such license.

### Section 6. Grantee Reporting

Grantee agrees to access Petco Love online Partner Portal at least annually to review all Grantee contact information, including all business and mailing addresses, and all individual contact information and to correct all such information by completing the appropriate information correction form in the Portal.

Any Grantee that conducts pet adoptions agrees to access Petco Love online Partner Portal and complete Annual Data Reports during the Investment Period and for a period of three (3) years following the Investment Period as well as any Interim or Final reports assigned to the grant. Reporting may include: continued disclosure of information similar to the information provided by Grantee in its initial grant application to Petco Love, information regarding the number of animals cared for or served (as applicable), the Grantee's operations and financial condition, the specific uses of Investment funds and any other information as may be reasonably requested by Petco Love.

### Section 7. Confidentiality

Subject to the requirements of Grantee's state or local public information statutes, each party agrees that it will not at any time: (A) disclose any "Confidential Information" of the other party to any third party (except for legal and financial advisors who are advised of the confidential nature of this Agreement); or (B) use the other party's Confidential Information for any purpose other than fulfilling its obligations under this Agreement. Except as set forth below, "Confidential Information" means all nonpublic information of a party, including, but not limited to, any product formulas, business or marketing plans, and other information of a nonpublic or proprietary nature. Confidential Information does not include any information which (i) was publicly available at the time of disclosure, (ii) becomes publicly available after disclosure through no fault of the recipient party, (iii) was in the recipient party's possession as evidenced by its written record prior to disclosure by the disclosing party, and was not subject to an earlier confidential relationship, or (iv) was rightfully acquired by the recipient party after disclosure from a third party who was lawfully in possession of the information and was under no obligation to the disclosing party to maintain its confidentiality. Any information submitted by Grantee to Petco Love as required



herein or in connection with any other grant investment by Petco Love to Grantee, including any grant application, any required reports of Grantee, or any other related correspondence, will become the property of Petco Love and is not considered Confidential Information. Petco Love may use such information as it deems appropriate in its sole discretion and nothing herein prohibits use of such information.

The terms of this Agreement shall remain in strict confidence and Grantee will not disclose such terms to third parties (other than legal and financial advisors who are advised of the confidential nature of this Agreement) except with prior written consent Petco Love.

In the event that a party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, that party will provide the other party with prompt, prior written notice of such requirement so that the party seeking protection of the Confidential Information may seek a protective order or other appropriate remedy at their own expense and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or the other party waives compliance with the provisions hereof, then the disclosing party agrees to furnish only that portion of the Confidential Information which it is advised in writing by its counsel is legally required, and to exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded any such disclosures.

The terms and conditions of this section will survive the termination and/or expiration of this Agreement.

#### Section 8. Termination of Investment

Petco Love retains the right to terminate the Investment if in its sole discretion it determines that: (1) Grantee will not be able to achieve the purposes of the Investment, (2) Grantee experiences any leadership loss or change including but not limited to the executive officer, (3) Grantee commits any act, takes, or is the subject of any action which might bring Grantee into public disrepute, contempt, scandal, or ridicule, or which might reflect unfavorably on Petco Love because of its relationship with Grantee, (4) or that Grantee has failed to materially comply with the terms of this Agreement. In the event of such termination, Grantee will return any unexpended Investment funds upon the request of Petco Love and Petco Love will have no further funding obligation.

#### Section 9. Future Funding

Grantee acknowledges that Petco Love is not making any representations regarding future funding of Grantee, other than as specified herein.



#### Section 10. Amendments

No amendment of this Agreement is valid unless such amendment is in writing and signed by each of the parties hereto.

#### Section 11. Assignment; Binding Effect

This Agreement may not be assigned by either of the parties hereto without prior written consent of the other party. Except as provided herein, the terms and conditions of this Agreement will extend to, bind and inure to the benefit of the parties and their respective successors and assigns, if permitted.

#### Section 12. Compliance

The parties represent that they will comply with all applicable federal, state and local laws and regulations governing the performance of this Agreement by the parties.

#### Section 13. Indemnification

To the extent permitted by law, grantee hereby covenants and agrees to indemnify, save and hold Petco Love free, clear and harmless from any and all liability, loss, costs, charges, penalties, obligations, expenses, attorney's fees, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with or arising out of the Investment. Grantee's covenants under this paragraph will survive termination of this Agreement.

#### Section 14. Miscellaneous

Each party acknowledges participation in the formation of this Agreement and fully understands all terms and conditions provided herein.

This Agreement and all claims arising out of or relating thereto will be governed by the laws of the State of California, exclusive of its choice of law rules.

The address for notifications to Petco Love is:

Petco Love  
654 Richland Hills Drive  
San Antonio, TX 78245

The address for notifications to Grantee is Grantee's address as stated in the Grant Letter.

This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements and understandings between the parties.

**Commissioners Court - Regular Session**

**30.**

**Meeting Date:** 06/06/2023

Professional Veterinarian Services from Firehouse Animal Health Centers

**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 Professional Services Agreement #2023218 between Williamson County and Firehouse Animal Health Centers, for Veterinarian Services for a fixed fee of \$600.00 per week when necessary, and authorize the execution of the Agreement. Recommendation is in accordance with State of Texas Local Government Code Sec. 2254.003. SELECTION OF PROVIDER; FEES. (a) (1) on the basis of demonstrated competence and qualifications to perform the services; and (2) for a fair and reasonable price.

**Background**

The approval of this Agreement will benefit the Williamson County Regional Animal Shelter with professional veterinary services for two (2) hours each week as needed. The contract for professional veterinarian services with Fire House Animal Health Centers is for general medical care and the administration of rabies vaccinations to animals belonging to the shelter on an as needed basis at the shelter. If the Shelter does not need physical exams for a week and a 72-hour notice is given, there will be no charge for that week. The veterinary services also include, but are not limited to: weekly examinations of shelter animals, virtual consultations on medical cases and protocol/medication oversight for the Shelter. This Agreement expires on September 30, 2023, and may automatically renew on an annual basis. Legal and Contract Audit have reviewed this Agreement. Funding Source is 01.0546.0546.004100 as per FY23 budget. The department point of contact is Misty Valenta.

**Fiscal Impact**

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

Professional Services Agreement

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 06/01/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

06/01/2023 09:30 AM  
06/01/2023 09:32 AM  
Started On: 05/23/2023 03:22 PM

**PROFESSIONAL SERVICES AGREEMENT**

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF WILLIAMSON**       §

This Professional Services Agreement (the “Agreement”) is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (the “County”) and Firehouse Animal Health Centers (the “Vet”).

**WHEREAS**, County and the Board of the Williamson County Regional Animal Shelter manages and operates a countywide regional animal shelter, which is more formally known as the Williamson County Regional Animal Control Shelter (the “Shelter”);

**WHEREAS**, County desires to obtain professional veterinarian services for general medical care and the administration of rabies vaccinations to animals, on an as need basis, at the Shelter;

**WHEREAS**, Vet has the professional ability and expertise to provide the Services;

**NOW, THEREFORE**, County and Vet agree to the performance of the professional services by Vet and the payment for these services by County as set forth herein.

**SECTION I**  
**RETENTION OF THE VET**

County agrees to retain Vet and Vet agrees to perform professional veterinary services as stated in the Sections to follow.

**SECTION II**  
**AGREEMENT PERIOD**

The term for this Agreement shall commence on the date of the last party’s execution hereof and shall continue thereafter until September 30, 2023 (the “Initial Term”). Upon the expiration of the Initial Term, this Agreement will automatically renew with the same terms on an annual basis until either County or Vet terminate the Agreement upon sixty (60) days written notice to the other party (“Additional Term”).

**SECTION III**  
**SCOPE OF PROFESSIONAL SERVICES**

Vet will provide professional veterinary services, as needed, to animals belonging to the Shelter. These professional veterinary services include, but not limited to, weekly examinations of shelter animals, virtual consultations on medical cases, and protocol/medication oversight for the Shelter. Weekly examinations are to be determined by Shelter Director and are to be performed on days mutually agreeable to Vet and Shelter staff, between the hours of 9:00 a.m.

and 2:00 p.m. or other times mutually agreed upon between shelter staff and Vet. The Vet shall also administer rabies vaccinations to all eligible animals at the Shelter. The County will provide the rabies vaccines and the Shelter will be responsible for completing all necessary paperwork relating to the Vet's vaccination of the eligible animals at the Shelter. Additionally, the Vet will provide euthanasia and varied medical services, as requested by the Shelter Director, on an as needed basis. Each of the forementioned types of services shall be collectively referred to herein as "the Services."

#### **SECTION IV** **FEES AND FUNDING**

A. **Fee for the Initial Term.** A fixed fee of Six Hundred and No/100 Dollars (\$ 600.00) per week will be paid to the Vet for a minimum of a weekly two-hour visit. If the Shelter does not need physical exams for a week, the visit will be cancelled by the Shelter with no less than 72-hour notice. County will not be responsible for weekly fee payment in the event of visit cancellation.

B. **Fee for the Additional Term.** The fee for any Additional Term shall be the same fee set forth above for the Initial Term unless such fixed fee is otherwise changed by a written amendment to this Agreement that is signed by both County and Vet.

C. **Restrictions:** The following restrictions shall apply to all Services performed by the Vet:

1. Animals must be the property of the County/Shelter; and
2. The Vet has the right to refuse to do exams on any animal due to behavioral concerns.

D. **Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Vet understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make fee payments under this Agreement.

E. **Payment, Interest and Late Payments.** County's fee payment for goods and Services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. If a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall

notify the Vet of such discrepancy. Following County's notification of any discrepancy as to an invoice, the Vet must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31<sup>st</sup>) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

**SECTION V**  
**GENERAL ADMINISTRATION**

**A. Audits.** All surgical costs of the Vet may be audited by the office of the Williamson County Auditor. Additionally, an annual on-site audit, at the Vet's office(s), may be conducted by the County. All financial records related to this Agreement and Services under this Agreement shall be made available to the County or its authorized representatives during regular business hours at the Vet's office(s). If an independent annual audit or review is performed, a copy of any such audit or review shall be furnished to the County immediately upon its completion.

**B. Costs of Surgery.** The County shall be solely responsible for all surgery costs, including surgical personnel. The Vet agrees to only perform those surgical procedures authorized in advance by the Shelter staff.

The County shall make available the following to the Vet to facilitate the professional services to be rendered:

1. Two (2) surgical tables;
2. Surgical lights for each table;
3. Anesthesia machines;
4. Two (2) autoclaves;
5. Monitoring devices;
6. Isoflurane anesthesia;
7. Oxygen supply;
8. Pre-anesthetic drugs;
9. Surgical packs;
10. Suture materials;
11. Surgical gloves;
12. X-ray machine; and
13. Hematology analyzer.

The County will also obtain a DEA License in the Vet's name. This will allow purchases of controlled substances and other drugs to be purchased. Any other supplies or materials that are necessary for the Services shall be provided by the Vet hereunder.

**SECTION VI**  
**EVALUATIONS AND DISPUTE RESOLUTION**

This Agreement shall be reviewed annually as part of the County's budget process. This Agreement shall also be reviewed annually by the Board of the Williamson County Regional Animal Control Shelter. Except as otherwise expressed herein, if during any term of this Agreement any dispute arises between the Vet and the County, which cannot be resolved by them, they shall be referred to the Williamson County Commissioners. The decisions pertaining to any dispute shall be decided by the Williamson County Commissioners Court and shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

**SECTION VII**  
**FORCE MAJEURE**

Except for circumstances of a party's own negligence, neither party will be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its reasonable control including, but not limited to Acts of God, fire, flood, explosion, strikes, lock outs or other industrial disturbances, laws, rules and regulations or orders of any duly constituted government authority or non-availability of materials or transportation (each a "Force Majeure Event").

**SECTION VIII**  
**LIABILITY**

**A. Indemnification by Vet.** THE COUNTY SHALL NOT BE HELD LIABLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY THE VET FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES OF EVERY KIND, FOR INJURY TO AND DEATH OF ANY PERSONS OR ANIMALS AND FOR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF OR ATTRIBUTED, DIRECTLY OR INDIRECTLY, TO THE OPERATIONS, PERFORMANCE, NEGLIGENCE, ANY ACT OR OMISSION OR FAILURE TO ACT OF THE VET UNDER THIS AGREEMENT.

**B. No Indemnification by County.** Vet acknowledges and agrees that under the Constitution and the laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless any other party, including but not limited to Vet; therefore, all references of any kind to County indemnifying, holding or saving harmless any other party, including but not limited to Vet, for any reason whatsoever are hereby deemed void and deleted.

**SECTION IX**  
**MISCELLANEOUS PROVISIONS**

**A. Binding.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and other entities which might follow that would qualify at law as a successor in interest,

and to executors, administrators, legal representatives and assigns. Notwithstanding the foregoing, this Agreement may not be assigned except as agreed upon in writing by both parties.

**B. Compliance of Laws.** In rendering performance herein, the Vet shall comply with the requirements of applicable federal, state, and local laws and regulations. In the event of a conflict between such laws and regulations and terms and conditions of this Agreement, precedence shall be given to the most restrictive provisions of such laws, regulation, terms and conditions, as determined by the County. Copies of Chapter 826 of the Texas Health and Safety Code and Official Texas Administrative Code Title 25. Health Services Part 1. Texas Department of Health Chapter 169.

**C. No Waiver.** There shall be no waiver. The failure or delay in the enforcement of the rights at law here inscribed to the parties shall not constitute a waiver of said rights to be considered as a basis for estoppels. The parties may exercise its rights despite said delay or failure to enforce said rights.

**D. 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.

**E. Compliance with Workplace Standards.** The County requires that all its contractors adhere to its workplace standards regarding behavior and professionalism in the workplace. For example, workplace harassment and discrimination is strictly prohibited. Vet shall comply with the County's policies or written manuals as they exist from time to time and are provided to Contractor.

**F. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

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

**H. 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.

**I. Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

**J. Entity Status.** By the signature of the Vet's representative below, Vet hereby certifies that Vet is duly authorized to transact and do business in the State of Texas.

**K. Confidentiality.** Vet 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.

**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 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.

**M. Severability.** This Agreement is subject to severability. If any provision herein is, for any reason, held in violation of any applicable law, and so much of said Agreement is held to be unenforceable, then the invalidity of such a specific provision shall not be held to invalidate any other provisions, which other provisions shall remain in full force and effect unless removal of invalid parts destroys the legitimate purposes of this Agreement. In the latter case, as determined by the County, this Agreement shall be cancelled.

**N. Insurance.** The Vet shall maintain comprehensive professional liability insurance for each employee doing business with the County.

**O. Termination for Breach.** Either party may terminate this Agreement if the other party fails to cure a material breach, which substantially impairs the value of the Agreement as a whole to the non-breaching party within ten (10) days of the receipt of written notice being given by the non-breaching party.

**P. Termination for Convenience.** Either party hereto may terminate this Agreement for convenience and without cause upon sixty (60) days written notice to the other party.

**Q. Notice.** Any notice required or permitted to be given under this Agreement shall be sufficient if written and hand-delivered or sent by registered mail, return receipt requested, as follows:

If to the County:

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

With copy to:

Williamson County Regional Animal Shelter  
Attn: Director of Animal Services  
855 S.E. Inner Loop

Georgetown, Texas 78626

If to the Vet:

Firehouse Animal Health Center  
541 Louis Henna Blvd, Suite 100  
Round Rock, Texas 78664  
[hbowen@firehouse.vet](mailto:hbowen@firehouse.vet)

If an address change occurs by either party a written notice should be given to the other party.

**R. Independent Contractor.** The parties acknowledge that Vet is a skilled professional Veterinarian who will be rendering professional services pursuant to this Agreement. Vet will use Vet's professional judgment and expertise to accomplish the details of Vet's work. Vet is, and shall for all purposes be considered, an independent contractor, and nothing in this Agreement shall be deemed to create or imply an agency or employment relationship between Vet and the County. In this respect, Vet acknowledges and agrees that Vet shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court. Further, Vet acknowledges and agrees that Vet will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Vet shall pay all taxes, licenses, and fees levied or assessed on Vet in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Vet, Vet's agents, employees, and representatives. Vet agrees to require the same agreements of Vet's subcontractors and to be liable for any breach of any such agreements by any of Vet's subcontractors. Vet agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary to pay on account of employees of Vet or Vet's subcontractors. Vet agrees to furnish the County with the information required to enable it to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Vet.

**S. Non-Appropriation.** Notwithstanding any provision contained in this Agreement to the contrary, in the event no funds, or insufficient funds, are appropriated and budgeted by the County or are otherwise unavailable in any fiscal period or month for fee payments due under this Agreement, the County will notify the Vet as soon as practicable of such occurrence and this Agreement shall terminate on the last day of the fiscal period or month for which appropriations have been received or made, without penalty to the County.

**T. 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 CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

Signed, accepted, and agreed to by the undersigned parties, who execute this legal document within the authorities granted to them by respective entities, to be effective as of the date of the last party's signature below.

WILLIAMSON COUNTY, TEXAS

VET

By \_\_\_\_\_  
Bill Gravel, Jr., County Judge

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

Date: \_\_\_\_\_, 20\_\_\_\_

Date: April 20, 2023

**Commissioners Court - Regular Session**

**31.**

**Meeting Date:** 06/06/2023

Approval of Agreement with HEB Pharmacy for On-site Employee Flu Immunizations for Human Resources/Benefits

**Submitted For:** Joy Simonton

**Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Pharmacy Agreement #2023217 with HEB Pharmacy and Williamson County for Williamson County Employee Influenza Vaccines, in the estimated amount of \$16,000.00 and authorizing the execution of the agreement.

**Background**

This agreement will provide on-site immunizations to Williamson County employees during the Benefit Fair on September 27, 2023. Pricing and scope of services are listed in the agreement. Three (3) quotes were obtained. Staff is estimating a \$16,000.00 spend. Cost will be based on employee participation. The funding source is 01.0885.0885.004996; Wellness Program. The department point of contact is Shelley Loughrey.

**Fiscal Impact**

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

Vendor Agreement

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Johnny Grimaldo  
Final Approval Date: 06/01/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

06/01/2023 10:37 AM  
06/01/2023 10:40 AM  
Started On: 05/23/2023 11:27 AM



P.O. Box 839999, San Antonio, Texas 78283-3999

**H-E-B Pharmacy Agreement to Administer Immunizations for Williamson County**

**I. Overview**

H-E-B Pharmacy (H-E-B) will provide immunizations to Williamson County (EMPLOYER) employees on agreed-upon clinic dates. H-E-B will supply licensed and certified personnel to perform immunizations and will supply all vaccine, medical supplies, and personal protective equipment (PPE) to be worn by its staff. EMPLOYER will provide certain supports for infection control and safety as outlined below or will pay the indicated fee. Benefit eligibility will be verified at the time of service through an employee identification process agreed to by EMPLOYER. H-E-B will provide immunizations to non-eligible employees and guests through individual payment at the discounted price offered to EMPLOYER.

**II. Pricing\*\***

H-E-B will offer the following vaccines for EMPLOYER clinic(s). Your H-E-B Pharmacy contact can explain the difference in product to you. Once the vaccines are selected, H-E-B will provide the vaccinations to EMPLOYER employees either through insurance billing or invoicing arrangement as outlined below. Vaccinations billed to EMPLOYER insurance will be billed via claims submission at the prevailing insurance contract rate between EMPLOYER insurance and H-E-B. For vaccinations invoiced to EMPLOYER, H-E-B will extend the following rates:

# of shots	Quadrivalent Flu Vaccine price per dose
0-40	\$43.00
41-100	\$42.00
101-200	\$41.00
201+	\$40.00

Additional vaccines will be offered at the following rates:

Vaccine Type	Price Per Dose
COVID-19	\$40 admin fee
Flu Vaccine for ages 65+	\$98
Other (ex. Flu Vaccine for ages 65+, Pneumonia, Shingles, etc.)	Price upon request

\*\* The discounted rates shown are contingent on EMPLOYER granting exclusive rights to H-E-B to execute vaccination clinics at the sites designated below for the period from August 1, 2022 through January 31, 2023, meeting the clinic minimum of 30 shots per hour on site, and availability of vaccine. Volume and/or other discounts may apply. Any clinic that does not meet the minimum of 30 doses administered will be charged the difference between \$1170 and the actual amount billed for doses administered. Your H-E-B representative is available to discuss in more detail. H-E-B may change the pricing set forth herein at any time to reflect changes in supply and/or procurement costs and/or other changes in the market upon 30 days' prior written notice to you.

**III. Product selection**

EMPLOYER has selected (check all that apply)  quadrivalent flu vaccine  flu vaccine for those over 65  
 COVID-19 vaccine  Other (specify): \_\_\_\_\_

**IV. Infection Control**

H-E-B will supply



P.O. Box 839999, San Antonio, Texas 78283-3999

- PPE for its staff
- Hand sanitizer for participant use during clinic
- Virucidal, germicidal cleaning supplies to sanitize the clinic workspace

EMPLOYER will supply the items and commit to the processes outlined below:

- Require employees to wear a face mask while participating in the clinic
- Communicate to employees that they must be fever-free to participate
- Provide access to the consent forms provided by H-E-B prior to the clinic to allow for pre-completion
- Provide location for the event that supports social distancing
- Provide an on-site representative to help with social distancing and check-in

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

**VI. Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

**VII. Clinic Scheduling**

Site	Date	Est Total Shots	Est # children <18
100 Wilco Way #101 Georgetown, TX 78626	9/28/2022 from 9am-2pm	200	

**VIII. Billing -** For each question below, please check your response and fill in the corresponding blanks

1. **Services paid on-site at time of service?**

- Yes  No Proceed to # 2

2. **H-E-B bill insurance electronically (claims submission)?**

- Yes  No Proceed to #3

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

BIN, PCN, Group: \_\_\_\_\_

Group #: \_\_\_\_\_

3. **H-E-B bill INSURANCE via invoice after clinic completion?**



P.O. Box 839999, San Antonio, Texas 78283-3999

Yes

No Proceed to #4

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

Where to mail invoice? \_\_\_\_\_

Billing Contact: Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Billing requirement: (i.e. Do you need employee names, employee signature, copay, etc)

**4. H-E-B Bill EMPLOYER via invoice after clinic completion?**

Yes

Where to mail invoice? Williamson County

100 Wilco Way #101

Georgetown, TX 78626

Billing Contact: Name: Shelley Loughrey

Phone: 512-943-1604

Email: sloughrey@wilco.org

Billing requirement: (i.e. Do you need employee names, employee signature, etc)

\_\_\_\_\_

No Proceed to #5

**5. Billing requirements/notes not mentioned in items 1-5? Example: Does your company require a vendor set-up process?**

\_\_\_\_\_  
\_\_\_\_\_

**IX. Acknowledgement.** I, the undersigned am authorized to make billing and payment arrangements on behalf of Williamson County for the provision of immunizations by H-E-B Pharmacy. I understand and agree that participant shots will be invoiced by H-E-B in the manner described above, including the minimum dose requirement (applies if less than 30 shots per hour). I understand if payment is not received within 60 days of service, H-E-B will bill the participant directly.

For Williamson County

**Print Name** \_\_\_\_\_

**Sign** \_\_\_\_\_

**Date** \_\_\_\_\_

For H-E-B

**Print Name** Gretta Leckbee, RPh

**Commissioners Court - Regular Session**

**32.**

**Meeting Date:** 06/06/2023

Rejection of Proposal received for RFP #23RFP56 and reissuance of RFP #23RFP81 Automated Teller Machines (ATM) and Services f

**Submitted For:** Joy Simonton

**Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on rejecting proposal received for RFP #23RFP56 for Williamson County Automated Teller Machines (ATM) and Services and request that information related to competition be excepted pursuant to Texas Government Code 552.104 and authorize the Purchasing Agent to advertise and receive sealed proposals under new RFP #23RFP81.

**Background**

The evaluation committee is recommending rejecting the proposal received and reissuing the solicitation due to respondent failing to provide the demonstrated ability for specified services required for this Solicitation.

Williamson County is seeking an Automated Teller Machine (ATM) provider to supply and service all ATM's for various County locations. The initial contract term shall be for a period beginning on the date of award and shall expire on or before September 30, 2025. Any extensions will be in (12) twelve month increments for up to an additional (48) forty-eight months, with the terms and conditions remaining the same. This is a revenue generating contract. The department point of contact is Christy Matoska.

**Fiscal Impact**

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

23RFP56 Letter of Rejection

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 06/01/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

06/01/2023 09:18 AM  
06/01/2023 09:21 AM  
Started On: 05/23/2023 10:41 AM



Williamson County Facilities  
3101 SE Inner Loop  
Georgetown, Texas 78626  
512-943-1599  
512-930-3313 Fax  
[facilities@wilco.org](mailto:facilities@wilco.org)

Date: May 22, 2023

To: Williamson County Purchasing Department

Re: 23RFP56 Automated Teller Machines (ATM) and Services

The recommendation from the RFP Evaluation Committee is to reject the submission received for 23RPF56 Automated Teller Machines (ATM) and Services solicitation. The respondent failed to provide the demonstrated ability for the specified services, due to the lack of corroboration on their references which disqualifies them from this solicitation. This evaluation was based on all scoring criteria outlined in the solicitation.

Williamson County Facilities Management Department recommends that Williamson County Commissioners Court reject the respondent's submission and approve a re-solicitation in the best interest of the County.

Respectfully,

A handwritten signature in black ink that reads 'Dale Butler'. The signature is written in a cursive, flowing style.

Dale Butler  
Facilities Management Director  
Williamson County

**Commissioners Court - Regular Session**

**33.**

**Meeting Date:** 06/06/2023

Approval of Purchase for Tasers from Ti Training LE LLC for the Williamson County Sheriff'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 purchase #2023209 between Williamson County and Ti Training LE LLC for the amount of \$7,970.00 and exempting TI Training LE LLC 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 quote.

**Background**

The approval of this purchase will benefit the Williamson County Sheriff's Office with three (3) taser 7 Laser devices that are mounted to the existing pistols used by officers. With no permanent modifications to the weapons, laser inserts can be used with their duty weapons and are easily inserted and removed from the barrel. The system was purchased from Ti Training LE LLC and approved in Court on 3.7.2017. The tasers must be compatible with the sytem. Budget, Legal, Contract Audit and IT have reviewed this purchase. Funding Source is 01.0100.0560.003008 as per FY23 budget. The department point of contact is Assistant Chief Deputy James Carmona.

**Fiscal Impact**

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

Ti Training Redacted Quote

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 05/31/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

05/31/2023 02:38 PM  
05/31/2023 02:56 PM  
Started On: 05/15/2023 09:19 AM

# Quote

Williamson County Sheriff  
US  
512 352-4177



4680 Table Mountain Drive  
Suite 150  
Golden, CO 80403  
(800) 634-1936  
<http://TiTraining.com/>

**Estimate No.** [REDACTED] Issued on Mon Apr 10, 2023

Qty	Name	Description	Rate	Amount	Tax
3	Taser 7 Laser Device	Inert Taser 7 Device with 2 mounted lasers Device 3, 4, & 5	\$2,650.00	\$7,950.00	NON
1	Shipping		\$20.00	\$20.00	NON

---

<b>Tax</b>	<b>\$0.00</b>
<b>Estimated Total</b>	<b>\$7,970.00</b>
<b>Deposit Due</b>	<b>\$0.00</b>

**Signature:**

**Signature Date:**

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Thank you for considering Ti Training LE LLC.

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If these items meet your approval, automatically approve this estimate now!

#### QUESTIONS? CONTACT US

Humberto Perez  
humberto@titraining.com  
3034143555

#### TERMS & CONDITIONS

We accept payment by check, cash and credit card. Please send checks to our main address or call with credit card info. We also accept Purchase Orders (POs) from government and municipal agencies.

#### NOTE:

This is not an invoice. Please contact Ti Training/Ti Outdoors if

you approve this quote and wish to proceed with an order.

**Commissioners Court - Regular Session**

**34.**

**Meeting Date:** 06/06/2023

Approval of Purchase Contract for Uniforms from Galls, LLC for the Sheriff'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 Purchase Contract #2023197 between Williamson County and Galls, LLC for the amount of \$57,916.10, pursuant to BuyBoard contract #670-22, and authorizing the execution of the Purchase Contract.

**Background**

The approval of this Purchase Contract will benefit the Williamson County Sheriff's Department with uniforms. Budget, Legal and Contract Audit have reviewed this Purchase Contract. The attached quote details the uniforms being purchased. Funding Source is 01.0100.0570.003311 as per FY23 budget. The department point of contact is Danielle White.

**Fiscal Impact**

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

Galls Service Contract and Quote Redacted

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 05/31/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

05/31/2023 02:55 PM  
05/31/2023 03:32 PM  
Started On: 05/17/2023 02:01 PM

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# WILLIAMSON COUNTY PURCHASE CONTRACT

(Galls LLC)

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**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 **Galls LLC** (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 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 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.

**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 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.**

**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 herein to the extent the Quote 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.

**WILLIAMSON COUNTY:**

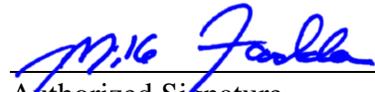
\_\_\_\_\_  
Authorized Signature

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

Date: \_\_\_\_\_, 20\_\_\_\_

**VENDOR:**

Galls LLC  
\_\_\_\_\_  
Name of Vendor

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

Mike Fadden  
\_\_\_\_\_  
Printed Name

Date: May 12 \_\_\_\_\_, 20<sup>23</sup>

**Cooperative Purchasing Contract or Agreement (if applicable): BuyBoard Contract 670-22**

# Exhibit "A"

## Quote



## Quote

Customer: (1002240164) WILLIAMSON COUNTY SHERIFFS  
 Date: 04/24/2023  
 Sales Rep: PAIGE HANKS

Page 1 of 1  
 Quote Number: [REDACTED]  
 Quote Expiration: 05/24/2023

Sold To:  
 WILLIAMSON CNTY SHERIFFS DEPT  
 508 S ROCK ST  
 GEORGETOWN, TX 78626  
 DANIELLE WHITE

Ship To:  
 WILLIAMSON CNTY SHERIFFS DEPT  
 508 S ROCK ST  
 GEORGETOWN, TX 78626  
 DANIELLE WHITE

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	SH3592 BLK SM REG	FLEX RS SS SUPERSHIRT	219		63.50	13,906.50
2	SH3591 BLK 15 35	FLEX RS LS SUPERSHIRT	218		69.20	15,085.60
3	TR2254 BLK 30 REG	FLEXRS COVERT TACTICAL PANT	334		59.00	19,706.00
4	TR2254 BLK 44 REG	FLEXRS COVERT TACTICAL PANT	52		68.00	3,536.00
5	TR2266 BLK 02 OB	WOMENS FLEXRS COVERT TACTICAL PANTS	94		59.00	5,546.00
6	TR2266 BLK 28 OB	WOMENS FLEXRS COVERT TACTICAL PANTS buy board 670-22	2		68.00	136.00

Quote is valid for 30 days

SUBTOTAL: 57,916.10  
 SHIPPING:  
 TAX.....  
 TOTAL...: 57,916.10

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd  
 Lexington, KY 40505  
 Tel: 800-876-4242 Fax: 877-914-2557

**Commissioners Court - Regular Session**

**35.**

**Meeting Date:** 06/06/2023

Approval of Agreement for Counseling Services from Bizaan Holdings, LLC dba as Bizaan Behavioral Health for the Sheriff'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 agreement #2023212 between Bizaan Holdings, LLC dba Bizaan Behavioral Health and Williamson County for off-site counseling services for the Williamson County Sheriff's Office for a not-to-exceed amount of \$15,000.00, and exempting this agreement from competitive bidding requirements as per Texas Local Government Code 262.024 (a)(4) a personal or professional service, and authorizing execution of the agreement.

**Background**

Approval of this item will support the operations of the Williamson County Sheriff's Office. Bizaan Behavioral Health will provide professional counseling services to assist employees or officers that work for the Williamson County Sheriff's Office. Provider will be compensated at a rate of \$100.00 per treatment session to include telephone, and in person methods. Fees under this agreement are subject to budget and available funding for each fiscal year. This service will begin on the date of final execution by both parties and may be renewed for an additional three (3) one-year terms. Budget, Audit, Legal and Contract Audit have reviewed the agreement. Funding Source is 01.0100.0560.004100 as per FY23 budget. The department point of contact is Sheriff Mike Gleason.

**Fiscal Impact**

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

Bizaan Behavioral Health Agreement

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 05/31/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

05/31/2023 03:11 PM  
05/31/2023 03:37 PM  
Started On: 05/17/2023 04:21 PM



### Behavioral Health Services Agreement

THIS AGREEMENT (the "Agreement"), is entered into by and between Bizaan Holdings, LLC dba Bizaan Behavioral Health "Bizaan Behavioral Health" ("Contractor") and Williamson County (the "Customer").

NOW THEREFORE, subject to the terms and conditions hereinafter set forth, and in consideration of the mutual covenants contained herein, the Parties agree as follows:

WHEREAS, Customer desires to purchase behavioral health services for off-site counseling services at Contractor's "Premises" located at:

Bizaan Behavioral Health

2851 Joe DiMaggio Blvd., Ste. 3, Round Rock, Texas 78665

- Telehealth Included -

herein referred to as "Premises". "Behavioral Health Services" as used herein means those services described in the Proposal for Behavioral Health Services, which is attached hereto and hereby is incorporated herein by reference for all purposes.

**TERM OF AGREEMENT:** The term of the Agreement shall be on a temporary basis, effective from the date service commences as herein provided and defined as Effective Date and will continue for one-year, unless terminated sooner as authorized herein. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. [JL1] The Agreement may be renewed for up to three (3) additional one-year terms upon agreement of the parties.

If the Customer decides to exercise the option to renew the Behavioral Health Services Agreement, it shall be in written form to the Contractor, thirty (30) calendar days prior to the expiration of the in-place Agreement. In the event the Agreement is renewed and service requirements and/or schedules and the like have not been modified, the terms and conditions will then remain unchanged.

Service shall commence on date of final execution by both parties (the "Effective Date") which can be referenced on the signature line.

**CONTRACT RATES:** Rates shall be set at initial proposal amounts. Details of certain rate types are as follows:

- **Standard Rate:** The following bill rate(s) apply to all locations listed in this AGREEMENT. All behavioral health services bear the supervisory expense of Bizaan Behavioral Health management for support.
- **Critical Incident Support Rate:** The Contractor shall provide additional behavioral health services as



an as-needed basis for emergency situations as requested by the Customer at this rate.

- Training Rate: The Contractor shall provide additional training services as an as-needed basis for the Customer at a mutually agreed upon rate depending on the course.

Customer will assume responsibility for all applicable credit card processing fees if payment is rendered in this method. Customer has option for direct ACH payment.

The not-to-exceed amount under this Agreement is Fifteen Thousand Dollars (\$15,000.00), unless amended by mutual agreement.

SCHEDULE: Contractor shall provide a Licensed Professional Counselor Associate *or* Licensed Professional Counselor *or* Licensed Marriage and Family Therapist Associate *or* Licensed Marriage and Family Therapist *or* Licensed Master Social Worker *or* Licensed Clinical Social Worker ("Clinician") when service commences. The services of the Clinician will be dependent on the current needs of the Customer and is not obligated to provide a certain number of clients at any point in time. The Customer reserves the right to modify coverage requirements without amending this Contract. Customer may request, as reasonably needed, for behavioral health services in addition to the contracted hours. Any permanent additional services/hours will be implemented in a reasonable time and be billed at the then-current prevailing Agreement rate. This will be submitted in an addendum agreement increasing or extending hours of service.

Deletion or reduction in service hours/services shall be made only as requested in writing and Contractor shall have 30 days thereafter to implement such requested reduction. Billing adjustment will appear only after said implementation occurs. Reduction in service hours may affect Behavioral Health Services Rates; but any increase shall be limited to no more than 10% percent of the then-current Agreement rate. Such adjustments shall be applicable during the remainder of the Agreement term.

Contractor will render its invoice for contracted Behavioral Health Services and Special services/equipment to be supplied by the 4<sup>th</sup> day of the month of service. Any variation between contractual services to be rendered and equipment supplied and those actually rendered or supplied will be adjusted in the next invoice which follows the aforementioned billing date. Services rendered will be calculated based on electronic timesheet / clock system provided by Bizaan Behavioral Health. Customer payment will be made once each month upon submission of invoices provided for the month. Contractor shall submit the original and one copy of each invoice to the following address not later than the 4<sup>th</sup> working day of each month to assure payment within terms.

All invoices are due within the month of service rendered or within 30 days. Payments not made by the Customer by the last day of service month billed shall be in default hereunder. Invoices will be mailed or provided via e-mail as per the Customer preference. Invoices are to include each of the following, as appropriate:

1. The cost of services as needed:



- a) Clinician will be billed at an hourly rate of \$100/hr. for all services rendered.
2. The cost of Critical Incident Services as needed:
- a) Clinician will be billed at an hourly rate of \$100/hr. for all services rendered from the time of response on site. Critical incident services shall be made available 24/7/365 as an on-call rotating basis unless mutually agreed upon.
3. The cost of training services as scheduled:
- a) Clinician/Instructor shall be billed at an hourly rate or class rate mutually agreed upon should Customer require training services for their employees, customers, or Contractors. Examples of training services could include, but are not limited to, Peer Support Team/Leader Training, Satori Alternatives for Managing Aggression (SAMA), CPR/First Aid/AED/BLS, Clinical Skills classes, Mental Health First Aid, Crisis Intervention Team/Mental Health Officer, among others. Customer can utilize sister company Bizaan Security for additional training opportunities.
4. The cost of phone consults as needed:
- a) There is no cost for the Customer/representative to reach Bizaan Behavioral Health management for consults or referrals to the practice or to discuss billing.

Payment for 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 Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

**INSURANCE:** For the duration of this Agreement, Contractor shall purchase and maintain coverage in a company or companies authorized to do business in Texas. Clinicians shall maintain their own insurance which is in addition to the insurance provided by the Contractor. The Contractor is required to carry insurance with limits equal to or greater than those set forth in the Table below:

General Liability	\$1,000,000 each claim / \$3,000,000 aggregate
-------------------	--



	Fire & Water Legal Liability included in the GL limit shown above subject to \$250,000 sublimit
Professional Liability	\$1,000,000 each claim / \$5,000,000 aggregate
Worker's Compensation & Employer's Liability	Statutory Limits based on the benefits levels of the deemed state of hire
	One Million dollars (\$1,000,000) Bodily Injury by Accident Per Employee
	One Million dollars (\$1,000,000) Bodily Injury by Disease Per Employee
	One Million dollars (\$1,000,000) Bodily Injury by Disease Policy Limit

Contractor shall be responsible for purchasing and maintaining, in a company or companies authorized to do business in the state of Texas, Contractor's liability insurance to protect Customer against applicable claims which may arise from operations under this Agreement. Contractor shall name the Customer as an additional insured under such policies if the Customer notifies the Contractor of the desire to be added as an additional insured. In that event, the Contractor shall provide the Customer with a certificate evidencing the applicable insurance coverage. Contractor shall require all subcontractors to have insurance with the same or similar coverage as required. Contractor's liability insurance shall include contractual liability insurance sufficient to cover Contractor's obligations under this agreement.

**INDEMNITIES AND LIABILITIES:** Simultaneously with the execution of this Agreement or upon request from the Customer, the Contractor will deliver to the Customer a certificate of insurance verifying the Contractor's insurance coverage and policy limits. Customer agrees and further stipulates that to the extent Customer suffers any injury or damage of any nature for which the Contractor has legal liability and for which the Contractor has insurance coverage for the risk giving rise to such legal liability, then the Customer agrees to limit its recovery, if any, from Contractor for such damages or injuries to such amounts or sums of money which such insurance will, does or shall pay for any such liability as described herein, not to exceed the respective policy limits of the insurance so effected. If any other person, firm partnership, corporation or any other entity not a party to this Agreement shall make a claim or claims against the Contractor, Customer hereby agrees to indemnify and hold Contractor harmless from all of the same. This Section shall not be so construed as to affect any waiver of subrogation rights on the part of any insurance company, as provided in any policy of insurance covering the Customer or Contractor.

**SETTLEMENT OF DISPUTES:** If any controversy, claim or dispute arises between the Parties which is related in any way to the performance or interpretation of this Contract, or any breach thereof, or concerns any other matter in connection with this Contract which cannot be settled by amicable agreement, then upon either Party giving written notice of the difference or dispute to the other, the matter shall be resolved by submitting the matter to the American Arbitration Association for final and binding arbitration in accordance





with its rules and procedures and the law applicable to the substance of the dispute which shall be the law of Texas. The language of the arbitral proceedings shall be English, and the place of arbitration shall be in Williamson County, Texas. The award rendered by the arbitration shall be final and binding upon the parties. Provided, however, that the Parties will first attempt to settle disputes by mediation before resorting to arbitration. When a dispute is taken to mediation, both Parties shall make a good faith effort to settle the dispute.

The arbitration demand shall be made within a reasonable time after the controversy, claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation. Unless otherwise agreed in writing, Contractor shall perform under the terms of the Agreement during any arbitration proceedings, and Customer shall continue to make payments to Contractor in accordance with the Agreement. This section shall survive completion or termination of this Agreement.

**QUALITY OF PERFORMANCE:** The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to the highest professional standards. The Contractor and his employees shall conform to all applicable laws, regulations, and ordinances promulgated by legally constituted authorities of the United States Government and of the state of Texas. All personnel furnished by Contractor for the performance of services hereunder shall at all times be solely in the employment of Contractor. Customer and Contractor agree not to discriminate on the basis of race, sex, color, creed, religion or national origin in regard to the supervision, hiring, and placement of Clinicians in the course and scope of providing behavioral health services.

**PERMITS AND LICENSES:** The Contractor and provided Clinicians shall be licensed under the State of Texas Behavioral Health Executive Council in accordance with the requirements of the laws of the state of Texas and must maintain such licensing throughout the term of this Contract. The Contractor shall comply with all applicable federal and local laws in obtaining any necessary permits and licenses. (For any inquiries into license status, please contact the Texas Behavioral Health Executive Council)

**NO WAIVER OF SOVEREIGN IMMUNITY OR POWER:** Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of the Customer.

**RIGHT TO AUDIT:** Contractor agrees that the Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of 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 the Customer shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Customer shall give Contractor reasonable advance notice of intended audits.



**CONFIDENTIALITY:** Contractor 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.

**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.

**SUBCONTRACTORS:** No work performed under this Contract shall be subcontracted by Contractor without the prior written approval of the Customer.

Contractor shall notify Customer in writing of the name and business address of any subcontractor that Contractor intends to use to perform its obligations under this Agreement at least five (5) calendar days prior to the date said subcontractor is to begin to perform those obligations.

**MODIFICATION:** This Contract may be modified in whole or in part, at any time, by mutual agreement provided such agreement is in writing, signed by the duly authorized representatives of both parties, dated, and attached hereto.



Behavioral Health Services Agreement  
Bizaan Behavioral Health and  
Williamson County Sheriff's Office

NOTICE: Any notice or request required to be given or made under this Agreement shall be deemed to have been duly made or given when delivered by hand or sent by Registered Mail Return Receipt Requested, to the party to which it is required to be given or made at that Party's email address as specified below:

Bizaan Holdings, LLC dba Bizaan Behavioral Health  
Kyle A. McCall, MA, LPC, LCDC, NCC | President & CEO  
2851 Joe DiMaggio Blvd., Ste. 3,  
Round Rock, Texas 78665  
[Kyle.McCall@bizaanbehavioralhealth.com](mailto:Kyle.McCall@bizaanbehavioralhealth.com)  
(737) 667-5680 / (512) 423-1808

Williamson County  
Attn: County Judge  
710 S. Main Street, Ste. 101  
Georgetown, Texas 78626

Courtesy Copy:  
Williamson County Sheriff's Office  
Attn: County Sheriff  
508 S. Rock Street  
Georgetown, Texas 78626

Any notice of change of address shall be effective only as provided in this section as any other notice.

APPLICABLE LAW: This Contract shall be governed by the laws of the State of Texas. In the event that any lawsuit is brought by any party of the Agreement to enforce any of its covenants, terms or conditions, said lawsuit shall be prosecuted and defended in Williamson County, Texas. This specific provision is entered into freely, knowingly, voluntarily and for consideration, the receipt and sufficiency of which is hereby



acknowledged. The Customer agrees not to disturb this choice of venue by agreement with Contractor.

**SEVERABILITY OF PROVISIONS, VALIDITY OF AGREEMENT NOTWITHSTANDING INVALIDITY OF PARTICULAR PROVISIONS:** In case a provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

**INDEPENDENT CONTRACTOR STATUS:** Nothing contained in the entire Agreement between Customer and Contractor shall be construed as the establishment or creation of a relationship of master and servant or principal and agent between Customer and Contractor, it is agreed that the position of Contractor and anyone else performing any services under the Agreement is that of an independent contractor.

**RECRUITMENT AND TRAINING EXPENSES:** Customer acknowledges and agrees that the Clinicians or other employees of Bizaan Behavioral Health which will be assigned pursuant to the provisions of this Agreement have been recruited and trained at the expense of the Contractor through methods and training programs developed by the Contractor, and that the Contractor would suffer the loss of such recruiting and training expenses if any such employee or employees of Contractor abandon employment with the Contractor and becomes employed by the Customer, or by the owners or management of the Customer in any capacity whatsoever. Customer agree that Customer will not recruit or solicit any employee or former employee within 6 months of termination of the Contractor. Customer further agrees neither the Customer nor the owners or management of Customer will approach, speak to or contact any employee of Bizaan Behavioral Health concerning other employment by any such Bizaan Behavioral Health employee without first obtaining the express written permission of Bizaan Behavioral Health.

**EXTENT OF AGREEMENT:** This Agreement, including Attachment of the Proposal for Behavioral Health Services, hereto, constitutes the entire Agreement, and no representation or statement which is not expressly contained in this Agreement, incorporated herein by reference, shall be binding upon the Parties. No oral agreement or representation made at the time or before the execution of this Agreement shall be binding upon Contractor or Customer and all prior conversations and agreements relating to this Agreement are merged herein. This Agreement is the final expression and embodies the entire agreement of the parties relating to the subject matter hereof and no amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and attached hereto as an agreed amendment.

**CONSENT OR WAIVER:** No consent or waiver, express or implied, by Customer, to or of any breach of any covenant, condition or duty of Contractor shall be construed as consent to waive any other breach of the same or any other covenant, condition, or duty.

**RIGHTS AND REMEDIES:** No action or failure to act by Customer, or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement; nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing.



#### TERMINATION OF CONTRACT:

Either party may terminate this Agreement without cause with no penalty, provided written notice is given at least thirty (30) calendar days prior to the intended date of such termination. The bankruptcy of either party is grounds for termination for cause under this Agreement.

#### KEY PERSONNEL:

The Contractor shall provide the following personnel:

1. Management: The Contractor shall provide without cost for the Customer a designated manager of Bizaan Behavioral Health who shall for the overall management and coordination of this Agreement with the Customer.
2. Clinician: The Contractor shall provide trained employees who shall perform behavioral health services for the Customer.

#### GENERAL REQUIREMENTS:

1. Managerial: Contractor shall furnish management; manpower to maintain full services at all times.
2. Language: Clinicians on the behavioral health services force must be able to speak, write and understand effectively English.
3. Physical: Clinicians must be able to perform duties as required.

#### CLINICIAN WORK REQUIREMENTS:

1. Specific Requirements: Contractor shall provide Customer with the operation and management of behavioral health and related services as set forth in these Specifications as per mutually approved proposal for behavioral health services.
2. Reports and Records: Prepare required orders, instructions, clinical notes and incident reports, including reports in Bizaan Behavioral Health Electronic Health Record. These records will never be



made available to the Customer at any time. Billing for services will be done via de-identified chart number. Customer shall not request information on client records from the Contractor or employees at any time.

3. Emergency Assistance: In the event of an emergency or unusual occurrence adversely affecting the interest of the Customer, summon appropriate assistance such as the local fire and/or police departments and immediately notify the Customer Representative or other designated Customer officers. Clinician must be aware of and knowledgeable of Emergency Procedures as provided by Customer.
4. Change of Duties: The Customer reserves the right to collaborate through its Representative to amend, modify, and reissue the post orders and special orders given to the Contractor's personnel after obtaining approval through the Contractor's Representative.

#### CLINICIAN QUALIFICATIONS:

1. General Qualifications: The Contractor shall ensure that each of its employees meets the education, experience, skills, and prerequisites set forth by the State of Texas for licensure.
2. Legal Status Requirements: Each employee of Contractor shall be a citizen of the U.S.A., or a legal U.S.A. resident who has been lawfully admitted for permanent residence as evidenced by the Alien Registration Receipt Card Form 1-151, or who presents other evidence from the Immigration and Naturalization Service that he/she is authorized to engage in employment as a permit for work. Each employee shall have reached the age of 21 years at the time of employment under this contract. The Contractor shall be required to produce evidence of such status if the Customer so requests.
3. Education, Experience, and Skills: As a minimum, Contractor's employees shall possess a high school diploma or GED certificate, a Bachelor's degree, and a Master's degree.
4. Conflict of Interest Prohibition: Contractor shall not employ any individual to work on the Agreement premises for whom such employment would create an actual or perceived conflict of interest.

The parties signed below agree to the terms and conditions set forth in this contract. The undersigned also attest they have the authority to sign on behalf of their respective businesses.



**B I Z A A N**  
B E H A V I O R A L  
H E A L T H

Behavioral Health Services Agreement  
Bizaan Behavioral Health and  
Williamson County Sheriff's Office

**CUSTOMER:**

**CONTRACTOR:**

\_\_\_\_\_  
Print Name / Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

Kyle A. McCall / President & CEO  
\_\_\_\_\_

Print Name / Title

*Kyle Allan McCall*  
\_\_\_\_\_

Signature

Bizaan Holdings, LLC dba Bizaan Behavioral Health  
\_\_\_\_\_

Company

05/17/2023  
\_\_\_\_\_

Date

**Commissioners Court - Regular Session**

**36.**

**Meeting Date:** 06/06/2023

Approval of Services Contract from Zero Abuse Project (ZAP) for the Sheriff's 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 Services Contract #2023215 between Zero Abuse Project (ZAP) and Williamson County for a total of \$850.00, and authorize the execution of the Services Contract.

**Background**

The approval of this Services Contract will benefit the Williamson County Sheriff's office by attending the virtual conference titled Child Death Investigations sponsored by the Special Victims Unit - Child Crimes. Legal and Contract Audit have reviewed the proposal from ZAP. Funding Source is 01.0100.0560.004232 as per FY23 budget. The department point of contact is Sgt. Dennis Garrett.

**Fiscal Impact**

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

Zero Abuse Project Service Contract

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 05/31/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

05/31/2023 03:28 PM  
05/31/2023 03:39 PM  
Started On: 05/18/2023 10:34 AM

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**WILLIAMSON COUNTY  
SERVICES CONTRACT**  
(Zero Abuse Project)

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**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 **Zero Abuse Project** (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 Proposal being marked as **Exhibit “A,”** which is incorporated herein to the extent the Proposal meets or exceeds the requirements of County’s solicitation, if applicable.

Should the County choose to add services in addition to those described, 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. 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 rate 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 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.

This Contract is subject to funding availability and award of grant funds. In the event sufficient grant funds become reduced or unavailable, the County may terminate this Contract without penalty or expense to the County. The County shall be the final authority as to the availability of funds and how available funds will be allotted.

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.

**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.

### V.

**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.

## VI.

**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.

## VII.

**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.

## VIII.

**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.

## IX.

**Additional Rights and Remedies:** Nothing contained herein shall be constructed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

**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.**

**Equal Opportunity Clause:** Service Provider agrees to comply with the requirements of all applicable state, federal, and local laws, rules, regulations, ordinances, and Executive Orders prohibiting and or relating to discrimination. Service Provider shall not discriminate based on race, color, religion, sex, national origin, age, and handicap.

**XIII.**

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

**XIV.**

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

**XV.**

**No Assignment:** Service Provider may not assign this Contract.

**XVI.**

**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.

**XVII.**

**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.

**XVIII.**

**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.

**XIX.**

**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.

**XX.**

**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.

**XXI.**

**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 \(wilco.org\)](http://www.wilco.org/WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf). 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.

**XXII.**

**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 Proposal, and being marked **Exhibit “A;”** 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.

**XXIII.**

**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.

[SIGNATURE PAGE TO FOLLOW]

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:**

Zero Abuse Project  
Name of Service Provider

*Suzanne Severson*  
Authorized Signature

Suzanne Severson  
Printed Name

Date: May 18, 2023

**Cooperative Purchasing Contract or Agreement (if applicable):** \_\_\_\_\_

## EXHIBIT “A”



## EXHIBIT A - PROPOSAL FOR PROFESSIONAL SERVICES

DATE INITIATED: May 11, 2023

Sponsoring Organization	Special Victims Unit - Child Crimes
Event Title	Child Death Investigations
Date and Time of Events	Tuesday, July 18, 2023, 1:30-3:00pm CDT/2:30-4:00pm EDT on ZAP's Zoom video conference platform. Maximum attendance = 95
Presenter	Dr Tyler Council
Presentation/Training Fee	TOTAL: \$850.00 <i>Note: If Client requires invoice to list an hourly breakdown of the total fee or any other invoicing requirements including a deadline, client must provide exact structure at time of contract signature.</i>
Event Coordinator Contact Info (Name, title, organization, mailing address, phone, email) Invoicing contact and email (if different)	David Boatright, 512-943-1338; Cell512-948-2623 David.boatright@wilco.org Business Address: 508 Rock St Georgetown, TX 78626 Invoice Contact email (if different): Mary Johnson, mjohnson@wilco.org

### **ZAP agrees to:**

1. Submit material for handouts not less than one week prior to the presentation.
2. Provide Zoom interactive platform, links, and moderator for up to 95 participants.
3. Adhere to invoicing conference organizer within 30 days of training event.
4. ZAP reserves the right to reschedule or cancel this presentation in the event of an act of war, emergency, natural disaster or for lack of capacity or capability.

### **Sponsoring Organization agrees to:**

1. Payment of ZAP contracted event for the dates of presentation listed above.
  - a. All applicable fees and expenses will be invoiced to the event coordinator at the address listed above unless previous arrangements are made. **If sponsoring organization has any specific billing or expense documentation requirements including invoicing deadlines, they must be disclosed in writing as a part of this signed agreement.**
  - b. Please contact Suzanne Severson ([Suzanne@zeroabuseproject.org](mailto:Suzanne@zeroabuseproject.org)) for questions regarding invoicing.

2. Should Sponsoring Organization not be permitted to utilize Zoom as a video conference platform, any additional expenses incurred by ZAP in procuring and utilizing another platform will be paid by the Sponsoring Organization. Notice of this requirement must be disclosed in writing at the time of contract execution.
3. Sponsoring Organization agrees to refrain from recording or photography of this event unless express permission has been granted in writing prior to the scheduled event(s).
4. It is expressly understood, intended and agreed that: (a) All parties to this Agreement shall, for all purposes, be treated as independent contractors, not as employees of any other Party to this Agreement; (b) This agreement shall not be construed or interpreted to create an employer-employee relationship between any of the Parties; (c) No Party shall be entitled to any compensation, payments or benefits other than the amounts specified in this Agreement; (d) No party shall be entitled to receive any benefits from another party, nor shall any Party be entitled to participate in any employee benefit plans now or hereafter offered by another Party or its affiliates; (e) the Event Coordinator shall prepare and send ZAP an annual Form 1099, if required, showing the total amounts paid to ZAP hereunder; and (f) each Party shall be responsible for paying all federal, state and local taxes, fees and other amounts arising from or relating to any services provided pursuant to this Agreement and the compensation relating thereto including, without limitation: (i) All income taxes, withholding taxes, self-employment taxes, and social security taxes; (ii) All sales and use taxes, if any; (iii) All license fees, permit fees and assessments; and (iv) All contributions and assessments which may be required under any applicable unemployment or worker's compensation laws.
5. It is expressly understood, intended and agreed that: **OWNERSHIP OF INTELLECTUAL PROPERTY.** Sponsoring Organization acknowledges ZAP's exclusive right, title, and interest in and to the copyrights, trademarks, and registrations, and goodwill arising therefrom, used to present and promote training (the "Intellectual Property"). Sponsoring Organization has no rights in or to the Intellectual Property. Sponsoring Organization acknowledges that use of the Intellectual Property shall not create in Sponsoring Organization's favor any right, title, or interest in or to the Intellectual Property, but all uses of the Intellectual Property by Sponsoring Organization shall inure to the benefit of ZAP. Sponsoring Organization shall not contest the validity of the Intellectual Property or any rights of ZAP therein, nor shall the Sponsoring Organization in any way seek to avoid obligations hereunder because of any assertion or allegation that any of the Intellectual Property is invalid or ineffective. In connection with the use of the Intellectual Property, Sponsoring Organization shall not in any manner represent that Sponsoring Organization has any ownership in the Intellectual Property or registration thereof. Intellectual Property may not be rebroadcast, sold, copied, duplicated, disseminated, or used in any internal or external manner, or for any public, private or commercial purpose, other than for this Event. To ensure consistency and maintain integrity of the ZAP brand, Intellectual Property may not be altered without ZAP's prior written consent. Sponsoring Organization shall at no time adopt or use, without ZAP's prior written consent, any word or mark which is likely to be similar to or confusing with the trademarks. Sponsoring Organization will comply with any and all reasonable quality standards of ZAP for the Intellectual Property and will not at any time do or cause to be done any act or thing contesting or in any way defeating or impairing, or tending to defeat or impair any part of ZAP's right, title, and interest in the Intellectual Property.

**Commissioners Court - Regular Session**

**37.**

**Meeting Date:** 06/06/2023

Hummingbird Content Vehicle Reimbursement Agreement for County Sheriff

**Submitted For:** Mike Gleason

**Submitted By:** Starla Hall, Sheriff

**Department:** Sheriff

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Hummingbird Content for off duty contracting of County Sheriff Deputies to be effective June 7, 2023. (Traffic Control in Jarrell for a film shoot)

**Background**

This agreement gives permission for Hummingbird Content to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on June 7, 2023 and will terminate on September 30, 2023.

**Fiscal Impact**

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

Hummingbird Content

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 05/30/2023

**Reviewed By**

Becky Pruitt

**Date**

05/30/2023 01:24 PM

Started On: 05/30/2023 11:09 AM

STATE OF TEXAS                   §     **VEHICLE REIMBURSEMENT**  
    §     **AGREEMENT WITH**  
    §     **NON-GOVERNMENTAL**  
    §     **ORGANIZATION**  
    §     **REGARDING OFF-DUTY**  
 COUNTY OF WILLIAMSON §     **CONTRACTING OF COUNTY DEPUTIES**

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.*
  
2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
  
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the June 7, 2023 and shall terminate on September 30, 2023. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting “off-duty” work must be both “full time” and “entitled” to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and “reserve” officers may not conduct “off-duty” work.<sup>1</sup>
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION’s fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

**LEA:** At the address set forth on signature page below.

**COUNTY:** Williamson County Auditor’s Office  
Attn: Finance Director  
710 Main Street, Suite 301  
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

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<sup>1</sup> It is the commissioner’s court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov’t Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: HUMMINGBIRD CONTENT

Signature: 

Printed Name: ARI GUERRERO

Title: LOCATION MANAGER

Date: MAY 25, 2023

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: 

Date: 05/26/2023, 2023

Address of Office: 508 S. Rock St  
Georgetown TX 78026

COUNTERPART SIGNATURE PAGE  
REGARDING COUNTY-VEHICLE USE  
DURING OFF-DUTY SERVICES OF  
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR  
CONFIRMATION OF BUDGETARY AUTHORIZATION  
RELATED TO USE OF  
VEHICLES FOR OFF-DUTY WORK<sup>2</sup>

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: \_\_\_\_\_  
Williamson County Judge or  
Presiding Officer, Williamson County Commissioners Court  
710 Main Street, Suite 105  
Georgetown, Texas 78626

Date: \_\_\_\_\_, 20\_\_\_\_

<sup>2</sup> Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

**Commissioners Court - Regular Session**

**38.**

**Meeting Date:** 06/06/2023

Kalahari Vehicle Reimbursement Agreement for County Sheriff

**Submitted For:** Mike Gleason

**Submitted By:** Starla Hall, Sheriff

**Department:** Sheriff

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Kalahari Resort and Conventions for off duty contracting of County Sheriff Deputies to be effective July 4, 2023. (One time event on July 4th from 1700 to 2300 at 3001 Kalahari Blvd., Round Rock)

**Background**

This agreement gives permission for Kalahari Resort and Conventions to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on July 4th for a one time event. Round Rock Police Department are unable to assist with this event.

**Fiscal Impact**

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

Kalahari

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 05/30/2023

**Reviewed By**

Becky Pruitt

**Date**

05/30/2023 01:25 PM

Started On: 05/30/2023 11:29 AM

STATE OF TEXAS	§	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	§	CONTRACTING OF COUNTY DEPUTIES

**(Special Event Form)**

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***
  
2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
  
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain event general liability insurance for the 24-hour period covering each day of the event. Such temporary policy shall be from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.



**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: Kalahari Resort and Conventions

Signature: 

Printed Name: Jesus Mesa

Title: Security Director.

Date: 5/26/23, 20  

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: 

Date: May 30, 2023

Address of Office: 508 S. Rock St.  
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE  
REGARDING COUNTY-VEHICLE USE  
DURING OFF-DUTY SERVICES OF  
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR  
CONFIRMATION OF BUDGETARY AUTHORIZATION  
RELATED TO USE OF  
VEHICLES FOR OFF-DUTY WORK<sup>1</sup>

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: \_\_\_\_\_  
Williamson County Judge or  
Presiding Officer, Williamson County Commissioners Court  
710 Main Street, Suite 105  
Georgetown, Texas 78626

Date: \_\_\_\_\_, 20\_\_\_\_

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<sup>1</sup> Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

**Commissioners Court - Regular Session**

**39.**

**Meeting Date:** 06/06/2023

Q2 Software, Inc. Vehicle Reimbursement Agreement for County Sheriff

**Submitted For:** Mike Gleason

**Submitted By:** Starla Hall, Sheriff

**Department:** Sheriff

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Q2 Software, Inc. for off duty contracting of County Sheriff Deputies to be effective June 6, 2023. (10355 Pecan Park Blvd., Austin-WILCO Pct #1)

**Background**

This agreement gives permission for Q2 Software, Inc. to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on June 6, 2023 and will terminate on September 30, 2023.

**Fiscal Impact**

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

Q2 Software

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 05/30/2023

**Reviewed By**

Becky Pruitt

**Date**

05/30/2023 01:25 PM

Started On: 05/30/2023 01:11 PM

STATE OF TEXAS                   §     **VEHICLE REIMBURSEMENT**  
    §     **AGREEMENT WITH**  
    §     **NON-GOVERNMENTAL**  
    §     **ORGANIZATION**  
    §     **REGARDING OFF-DUTY**  
 COUNTY OF WILLIAMSON §     **CONTRACTING OF COUNTY DEPUTIES**

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***
  
2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
  
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the **June 6**, 2023 and shall terminate on September 30, 2023. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting “off-duty” work must be both “full time” and “entitled” to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and “reserve” officers may not conduct “off-duty” work.<sup>1</sup>
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION’s fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

COUNTY: Williamson County Auditor’s Office  
Attn: Finance Director  
710 Main Street, Suite 301  
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

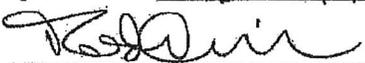
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<sup>1</sup> It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov’t Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: Q2 Software Inc.

Signature: 

Printed Name: Rodd Chadwick

Title: Corp Serv

Date: 5/25/23, 2023

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: 

Date: 05/26/2023, 2023

Address of Office: 508 S Rock St  
Georgetown TX 78624

COUNTERPART SIGNATURE PAGE  
REGARDING COUNTY-VEHICLE USE  
DURING OFF-DUTY SERVICES OF  
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR  
CONFIRMATION OF BUDGETARY AUTHORIZATION  
RELATED TO USE OF  
VEHICLES FOR OFF-DUTY WORK<sup>2</sup>

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: \_\_\_\_\_  
Williamson County Judge or  
Presiding Officer, Williamson County Commissioners Court  
710 Main Street, Suite 105  
Georgetown, Texas 78626

Date: \_\_\_\_\_, 20\_\_\_\_

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<sup>2</sup> Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

**Commissioners Court - Regular Session**

40.

**Meeting Date:** 06/06/2023

Approval of Purchase for NetCloud Mobile Performance from GTS Technology Solutions for Information Systems

**Submitted For:** Joy Simonton

**Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the Purchase #2023213, between Williamson County and GTS Technology Solutions, Inc. for the amount of \$62,288.28, pursuant to DIR contract #DIR-CPO-4751.

**Background**

The approval of this purchase will benefit Williamson County Information Systems with a one (1) year Cradlepoint, Inc. NetCloud Mobile Performance essentials plan. This is a planned and budgeted regular life-cycle replacement of some of the county's core networking equipment. This is necessary to keep up with increased demands as well as stay current on supported equipment. This item supports continuous cloud, modem, and router feature enhancements for optimal end point connectivity. Budget, Information Systems, Contract Audit and Legal have reviewed this purchase. Funding Source is 01.0100.0503.003010 as per FY23 budget. The department points of contact are Thomas Piche and Richard Semple.

**Fiscal Impact**

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

GTS Redacted Quote

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 05/31/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

05/31/2023 03:19 PM  
05/31/2023 03:38 PM  
Started On: 05/18/2023 08:06 AM



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

# Quote

**Quote #:**    
**Date:** 5/15/2023  
**Delivery Date:**   
**Expire Date:** 6/14/2023  
**Customer ID:** TXWLCO13004  
**Sales Contact:** Jacob Jiongo

QUOTE FOR:	SHIP TO:
Williamson County	Williamson County

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Scott Sizemore
SHIPPING TERMS		SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	MB01-19005GB-GA: CRADLEPOINT INC : 1-yr NetCloud Mobile Performance Essentials Plan and R1900 router with WiFi (5G modem), no AC power supply or antennas, Global	DIR-CPO-4751	36.00	EACH	\$1,377.20	\$49,579.20
2	GP-IN2680: 7-IN-1 SHKFIN KIT - 4x4 MiMo 4G/ 5G LTE 2x2 MiMo dual band WiFi GPS / GNSS with advanced B13/B14 Advanced Filtering	DIR-CPO-4751	36.00	EACH	\$353.03	\$12,709.08

	<b>Total Weight (EACH):</b>	0	<b>Sales Total:</b>	\$62,288.28
	<b>Total Volume (EACH):</b>	0	<b>Freight &amp; Misc.:</b>	\$0.00
<i>Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.</i>			<b>Tax Total:</b>	\$0.00
			<b>Total (USD):</b>	\$62,288.28

**Commissioners Court - Regular Session**

41.

**Meeting Date:** 06/06/2023

Approval of Extension #3 Lease Renewal for Contract #T1199 for 9769 Hwy 29 W. Georgetown 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 authorizing the third extension period for Lease Property 9769 Hwy 29 W, Georgetown, Texas 78626, Contract #T1199, to Brenda Damer for the term of October 01, 2023 through September 30, 2024.

**Background**

This is the third extension of four (4) possible one (1) year renewal options. Rent is \$1,090.90 per month plus \$419.94 per month for ad valorem taxes assessed against improvements of the premises in the preceding calendar year, for a total of \$1,510.84 per month. This is a revenue contract that is managed by Facilities Management. Point of Contact are Christi Stromberg and Shantil Moore.

**Fiscal Impact**

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

Original Contract 2020

Renewal #1

Renewal #2

Renewal #3

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kim Chappius

Final Approval Date: 06/01/2023

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

06/01/2023 09:36 AM

06/01/2023 09:39 AM

Started On: 05/24/2023 02:42 PM

# RESIDENTIAL LEASE AGREEMENT

By this Residential Lease Agreement (“Lease”) between Williamson County, Texas, a political subdivision of the State of Texas and the true and lawful owner of the Premises subject of this Lease, (hereafter called "Landlord"); and Brenda Damer, (hereafter collectively called "Tenant"); Landlord hereby leases to Tenant, and the Tenant hires and takes from the Landlord, all that certain plot of land with the dwelling thereon known and described as 9769 HWY 29 W, Georgetown, Texas, 78628, as further described below, (hereinafter referred to as the “Premises”), to be used and occupied solely as a strictly private dwelling for one family only, by the Tenant and the family of the Tenant and not otherwise, according to the following terms and conditions:

1. PREMISES. The “Premises” shall mean and include the residential house located at 9769 HWY 29 W, Georgetown, Texas, 78628, along with the improvements located thereon. The improvements consist of a +/- 480 s/f detached game room located adjacent to the rear covered porch of the house and a +/- 1200 s/f detached garage/storage (without electricity) located near the house that contains a 12 X 18 covered storage located along the rear, fenced area between the house. The acreage surrounding the house and improvements shall not be included in this Lease.
2. The “Initial Term” of this Lease shall be One (1) Year commencing on October 1, 2020 (“Commencement Date”) and ending on September 30, 2021 at 11:59 p.m. (“Termination Date”).
3. RENT. Tenant agrees to pay, without demand, deduction or offset, to Landlord as rent for the Premises One Thousand Twenty Five Dollars and Zero Cents (\$1,025.00) plus Four Hundred Eighty Four Dollars and Fifty Seven Cents (\$484.57), which is one-twelfth the amount of the annual ad valorem taxes assessed against improvements of the Premises in the preceding calendar year\*, (“Initial Base Rent”), on the first (1<sup>st</sup>) day of each calendar month in advance, beginning on the (1<sup>st</sup>) day of October, 2020 at: Williamson County Auditor’s Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Landlord may designate in writing.

**\*AN AMOUNT EQUAL TO ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES (TAXES ASSESSED AGAINST ONLY THE IMPROVEMENTS AND EXCLUDING THE SURROUNDING ACREAGE) IN THE PRECEDING CALENDAR YEAR SHALL BE ADDED TO THE MONTHLY RENTAL AMOUNT. THE SUM OF THE MONTHLY RENT AMOUNT AND THE ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED IN THE PRECEDING CALENDAR YEAR SHALL CONSTITUTE THE INITIAL BASE RENT FOR THE INITIAL TERM. THE BASE RENT FOR EACH EXTENSION TERM FOLLOWING THE INITIAL TERM SHALL BE THE BASE RENT, AS MAY BE ADJUSTED AS SET FORTH BELOW, PLUS ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES IN THE PRECEDING CALENDAR YEAR.**

4. LATE CHARGES AND FEES FOR RETURNED CHECKS. If Tenant fails to timely pay any month’s rent, Tenant will pay Landlord an initial late charge of Twenty Five and No/100

Dollars (\$25.00), plus additional late charges of Fifteen and No/100 Dollars (\$15.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Tenant hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise, at law or in equity, for Tenant's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Tenant further agrees to pay Landlord Twenty Five and No/100 Dollars (\$25.00) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Landlord has received payment in full. Landlord may, upon written notice to Tenant, require Tenant to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Landlord.

5. **OPTION TO EXTEND LEASE.** In the event Tenant wishes to extend this lease following the initial term or any extended term thereafter, Tenant shall provide Landlord with a written request to extend the Lease. Following Landlord's receipt of Tenant's extension request, Landlord shall have the option to deny or accept the request, as it deems in the best interest of Williamson County. If the Landlord accepts Tenant's extension request, the extended term shall begin on the expiration of the Initial Lease Term or the then current "Extension Term" of this Lease, as appropriate. All terms, covenants, and provisions of this Lease shall apply to each such Extension Term. This lease may only be extended for up to a maximum of Four (4) separate One (1) Year Extension Terms.

The Base Rent will be adjusted on each new commencement date of each Extension Term (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the Base Rent will be determined by multiplying the Initial Base Rent by a fraction, the numerator of which is the index number for the most recent publication of the above referenced CPI before the adjustment and the denominator of which is the index number for the first month of the first year of the Term. If the product is greater than the Initial Base Rent, Tenant will pay this greater amount as Base Rent until the next rental adjustment. Base Rent will never be less than the Initial Base Rent.

6. **APPLICATION OF FUNDS.** Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to late charges, returned check charges, charges for repairs that Tenant shall be obligated to pay under the terms of this Lease, and unpaid utility charges, then to rent. Tenant's notations on Tenant's payments shall not affect the Landlord's application of funds.

7. **SECURITY DEPOSIT.** On the execution of this Lease, Tenant shall deposit with Landlord an amount equal to Initial Base Rent, as security for faithful performance of the terms of the Lease. The deposit shall be held in a separate account for the benefit of Tenant, and it shall be returned to Tenant, without interest and less any lawful deductions of same, on full performance of the

provisions of this Lease. **Tenant must give Landlord at least Thirty (30) days written notice of surrender before Landlord is obligated to refund or account for the security deposit. The Landlord shall return or account for the security deposit within Thirty (30) days after Tenant surrenders the Property (vacating the Premises and returning all keys and access devices) and gives Landlord a written statement of Tenant's forwarding address.**

Landlord may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid or accelerated rent; (b) late charges and returned check charges; (c) unpaid utilities; (d) costs of cleaning, deodorizing and repairing the Premises and its contents for which Tenant is responsible; (e) pet violation charges; (f) replacing unreturned keys, garage door openers or other security devices; (g) the removal of all unauthorized locks, fixtures, improvements installed by Tenant; (h) insufficient light bulbs; (i) packing, removing, and storing abandoned property; (j) removing abandoned or illegally parked vehicles; (k) costs of reletting, if Tenant is in default; (l) attorney's fees and costs of court incurred in any proceeding against Tenant; and/or (m) other items Tenant is responsible to pay under the terms of this Lease or any extension of the term of this Lease.

In the event the deductions from the security deposit exceeds the amount of the security deposit, Tenant will pay Landlord the excess amount within Ten (10) days after Landlord makes written demand on Tenant. The security deposit will be applied first to any non-rent items, including but not limited to late charges, returned check charges, repair charges, and unpaid utility charges, then to any unpaid rent.

8. QUIET ENJOYMENT. Landlord covenants that, on paying the rent and performing the covenants contained in this Lease, Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

9. USE OF PREMISES. The Premises shall be used and occupied by Tenant exclusively as a private single family residence, and no part of it may be used by Tenant at any time during the term of this Lease or extension of same for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. If Tenant fails to occupy and take possession of the Premises within Five (5) days from the Commencement Date, Tenant shall be in default of this Lease. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease. Tenant and all other persons on the Premises must refrain from conducting themselves in any way that would unduly disturb Tenant's neighbors or constitute a breach of the peace. Tenant may not permit any part of the Premises to be used for: (a) any activity which is a nuisance, offensive, noisy, or dangerous; (b) the repair of any vehicle; (c) any business of any type, including child care; (d) any activity which violates any applicable rules and/or regulations of Landlord; (e) any illegal or unlawful activity; or (f) other activity which will obstruct, interfere with, or infringe on the rights of other persons near the Premises.

Tenant hereby acknowledges and agrees that Tenant shall be solely liable for and shall promptly pay all fines, fees or charges assessed against the Tenant and/or the Premises for violations by Tenant of: (a) any laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease; (b) any illegal or unlawful activity; or (c) other activity which obstructs, interferes with, or infringes on the rights of other persons near the Premises.

10. NUMBER AND NAMES OF OCCUPANTS. The Premises may be occupied by no more than Five (5) persons, consisting of Two (2) adults and Three (3) children under the age of 18 years. Tenant may not permit any guests to stay on or in the Premises longer than Fourteen (14) consecutive or non-consecutive days during the term of this Lease or any Extension Term without the prior written consent of the Landlord.

11. **CONDITION OF PREMISES. TENANT HEREBY AGREES AND STIPULATES THAT THE PREMISES HAVE BEEN EXAMINED BY TENANT, INCLUDING THE GROUNDS AND ALL BUILDINGS AND IMPROVEMENTS, AND THAT AT THE TIME OF THIS LEASE THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. TENANT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LANDLORD HAS NOT MADE, DOES NOT MAKE AND, TO THE FULLEST EXTENT AUTHORIZED BY LAW, SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PREMISES FOR ITS INTENDED USE, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LANDLORD HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, TENANT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LANDLORD. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LANDLORD HAS NOT MADE ANY INDEPENDENT**

**INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN “AS IS, WHERE IS” CONDITION AND BASIS “WITH ALL FAULTS”. TENANT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE. TENANT ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS UNLESS OTHERWISE SPECIFIED IN THIS LEASE AGREEMENT. TENANT SHALL COMPLETE THE INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY, WHICH IS ATTACHED HERETO AS SCHEDULE “A”, NOTING ANY DEFECTS AND DAMAGES TO THE PREMISES, AND DELIVER SAME TO LANDLORD WITHIN 48 HOURS AFTER THE COMMENCEMENT DATE OF THIS LEASE. TENANT’S FAILURE TO TIMELY DELIVER THE INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY TO LANDLORD WILL BE DEEMED AS TENANT’S ACCEPTANCE OF THE PREMISES IN A CLEAN, UNDAMAGED, AND GOOD CONDITION. (The Inventory Checklist Condition of Rental Property is not a request for repair or maintenance of the Premises. Tenant must direct all repair requests to Landlord according to the terms of this Lease.).**

12. ASSIGNMENT AND SUBLETTING. Without the prior written consent of Landlord, Tenant may not assign the Lease or sublet or grant any license to use the Premises or any part of them. A consent by Landlord to one assignment, subletting, or license shall not be considered a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be void and Landlord, at Landlord's option, may immediately terminate this Lease.

13. ALTERATIONS AND IMPROVEMENTS. Tenant may make no alterations to the buildings on the Premises or construct any building or make other improvements on the Premises without the prior written consent of Landlord. Unless otherwise provided by written agreement between Landlord and Tenant, all alterations, changes, and improvements built, constructed, or placed on the Premises by Tenant, with the exception of fixtures removable without damage to the Premises and movable personal property, shall be the property of Landlord and remain on the Premises at the expiration or termination of this Lease. Except as permitted by law, this Lease, or pursuant to Landlord’s prior written consent, Tenant may not: (a) remove any existing property and/or any of Landlord’s personal property from the Premises; (b) remove, change, or re-key any lock; (c) make holes in the woodwork, floors, or walls, save and except the insertion of a reasonable number of small nails used for hanging pictures in the Sheetrock and grooves in the paneling; (d) permit any water furniture on the Premises; (e) install new or additional telephone and/or television outlets, cables, antennas, satellite receivers, or alarm systems; (f) replace or remove carpet, paint, or wallpaper; (g) install or change any fixture on the Premises; (h) keep or permit any hazardous material on the Premises, which shall include but not be limited to flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased; (i) dispose of any environmentally detrimental substance (i.e. motor oil or radiator fluid) on the Premises; or (j) cause or allow any mechanic’s or materialman’s lien to be filed against any portion of the Premises or Tenant’s interest in this Lease.

14. **DAMAGE TO PREMISES.** If the Premises or any part of them is damaged partially by fire or other casualty not due to Tenant's negligence or willful act or that of Tenant's family, agent, invitee or visitor, the Premises shall be repaired promptly by Landlord, and there shall be an abatement of rent corresponding to the time during which and the extent to which the Premises are untenantable; provided that, in the event of damage by fire or other casualty in the amount of more than \$5,000.00, Landlord will have the option of not rebuilding or repairing, in which event the term of this Lease shall end, and the rent shall be prorated up to the time of the damage. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Premises shall be the sole property of Landlord. For the purposes of this Lease, any condemnation of all or part of the property shall be a casualty loss.

15. **CARE AND MAINTENANCE.** Tenant, after inspecting the Premises, completed the attached **Schedule "A"** inventory checklist, incorporated into this Lease by this reference, and found the premises to be in good order and repair. Tenant agrees to maintain the Premises in as good condition as lessee finds the premises, reasonable wear and tear excepted, and agrees to pay for all maintenance and repairs to put the Premises in the same condition as when Tenant entered; and to keep the lawn mowed, clean, and free of debris and refuse, and in a presentable condition at all times.

16. **INSURANCE.** Tenant hereby agrees to maintain, at all times during any term of this Lease, at Tenant's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Tenant's use of the Premises, in an amount of at least Five Hundred Thousand Dollars (\$500,000.00), per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Landlord, authorized to engage in the business of general liability insurance in the state of Texas, and name Landlord as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Tenant shall deliver to Landlord annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Tenant further agrees to maintain at all times during any term of this Lease, at Tenant's cost, broad coverage fire and casualty insurance on its property and to provide Landlord with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Tenant's property will not be covered by any hazard insurance that may be carried by Landlord. The Tenant assumes the risk of loss on all contents of the Leased Premises owned by the Tenant, excluding the building structures and improvements owned by the Landlord.

Tenant shall, within Ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Landlord Thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Tenant and shall be for a period of at least One (1) year.

17. **UTILITIES.** Tenant shall be responsible for arranging and paying for all utility services required on the Premises, including but not limited to electricity, gas, water, septic system,

wastewater, garbage, telephone, alarm monitoring systems, television, sewer charges, and trash collection. Tenant further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Premises. Tenant must, at a minimum, keep the following utilities on at all times during the term of this Lease: gas; electricity; water; wastewater/sewer/septic system; and garbage services and collection. If the Tenant fails to keep said utilities on during the term of this Lease or any extension of the term of this Lease, Tenant shall be deemed to be in default of this Lease. Tenant acknowledges that the Premises is serviced by an onsite sewer septic facility (OSSF) and that, at Tenant's expense, proper use and maintenance of the OSSF will be necessary.

18. MAINTENANCE AND REPAIR. At Tenant's expense, Tenant shall keep and maintain the Premises and appurtenances in good sanitary condition during the term of this Lease and any extension of it. In particular, Tenant shall keep the fixtures in the house or on or about the Premises in good order and repair; keep the furnace and HVAC systems clean and in good working order; promptly dispose of all garbage in appropriate receptacles; supply and change heating and air conditioning filters at least once a month; supply and change light bulbs and smoke detector batteries; promptly eliminate any dangerous condition on the Premises caused by Tenant or caused by Tenant's family, agent, or visitor; take necessary precautions to prevent broken water pipes due to freezing; replace any lost or misplaced keys; pay any periodic, preventative, or additional extermination costs desired by Tenant; promptly notify Landlord of all needed repairs; maintain and use reasonable diligence in maintaining the yard and landscape in or on the Premises, which shall include but not be limited to watering, mowing, fertilizing, trimming and controlling all lawn pests on all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping and foliage on or encroaching on the Premises or any easement appurtenant to the Premises; and keep the walls free from dirt and debris.

Tenant shall make all required repairs to the Premises and improvements thereon, which shall include but not be limited to the plumbing systems, cooking appliances, cooling system, heating system, sanitary systems, and other electric and gas fixtures whenever damage to them has resulted from Tenant's misuse, waste, or neglect or that of his or her family, agent, or visitor. Major maintenance and repair of the Premises involving anticipated or actual costs in excess of \$5,000.00 per incident that is not due to Tenant's misuse, waste, or neglect or that of his or her family, agent, or visitor and all repairs necessary to alleviate a condition that materially affects the physical health and safety of an ordinary tenant will be the responsibility of Landlord or Landlord's assigns.

All requests for repairs, by the Tenant, must be in writing and delivered to the Landlord or its agent at the Landlord's address for notices, as set out in this Lease. Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's prior written consent. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item in need of repair or replacement, and the selection of the repairmen, will be at the Landlord's sole discretion. Landlord is not obligated to complete a repair on a day other than a business day, unless required to do so by law. Landlord may require advance payment of repairs for which Tenant is liable. If Tenant fails to promptly reimburse Landlord for any repair costs that Tenant is obligated to pay, Tenant shall be deemed to be in default of this Lease. If Tenant is

delinquent in rent at the time the repair notices are delivered to Landlord, Landlord is not obligated to make the repairs. If Landlord or Landlord's repairman is unable to access the Premises after making arrangements with Tenant to complete the repair, Tenant shall pay any trip charges resulting from Tenant's failure to provide access to the Premises.

Tenant agrees that no signs will be placed or painting done on or about the Premises by Tenant or at Tenant direction without the prior written consent of Landlord.

19. ANIMALS. Tenant shall not keep, temporarily or permanently, any domestic or other animals, which shall include but not be limited to mammals, birds, reptiles, fish, rodents and/or insects, on or about the Premises without the prior written consent of Landlord. In the event Landlord gives such prior written consent to Tenant which allows Tenant to keep an animal on the Premises, Landlord, in Landlord's sole discretion, may require that Tenant provide Landlord with animal and/or pet deposit, in an amount set by Landlord, prior to the Tenant's placing such animal on the Premises. If Landlord gives such consent, it may be revoked at any time at Landlord's sole discretion.

If Tenant violates this restriction against keeping animals on the Premises, Tenant shall pay Landlord a fee of \$25.00 per day per animal for each day Tenant violates the animal restriction as additional rent for any unauthorized animal. Landlord may remove or cause to be removed any unauthorized animal and deliver said animal to the appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal. Landlord will not be responsible for or liable for any harm, injury, death or sickness to any unauthorized or authorized animal of Tenant. Tenant is responsible for and liable for any damage or required repair or cleaning of the Premises caused by any unauthorized or authorized animal and for all costs Landlord may incur in removing or causing any unauthorized animal to be removed from the Premises.

20. SMOKING. Tenant and Tenant's family, agents, guests, invitees and/or visitors may not smoke any type of tobacco or non-tobacco product inside the residence or any of the improvements and/or buildings on the Premises. Tenant shall be in default if Tenant should fail to comply with Landlord's no smoking prohibition.

21. SECURITY DEVICES AND EXTERIOR DOOR LOCKS. The Texas Property Code requires that the Premises be equipped with certain types of locks and security devices. Said Code will govern the rights and obligations of the parties regarding security devices. **All notices or requests by Tenant for re-keying, changing, installing, repairing, or replacing security devices must be made in writing to the Landlord. All additional security devices or additional re-keying or replacement of security devices desired by Tenant shall be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.**

22. SMOKE DETECTORS. The Texas Property Code requires that the Premises be equipped with smoke detectors in certain locations. Said Code will govern the rights and obligations of the

parties regarding smoke detectors. **All requests for additional installation, inspection or repair of smoke detectors must be made in writing by Tenant to Landlord. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under the Texas Property Code.**

23. **VEHICLES.** Tenant may not permit more than 4 vehicles, which shall include but not be limited to automobiles, non-commercial passenger trucks, recreational vehicles, trailers, motorcycles, and boats, on the Premises unless authorized in writing by Landlord. Under no circumstances may Tenant park or drive any vehicle on the Premises' yard and/or landscape. Tenant may not store any vehicles on or adjacent to the Premises or on the street in front of the Premises. Tenant shall under no circumstances permit any type of commercial vehicle to be stored or parked on or adjacent to the Premises or on the street in front of the Premises. Tenant hereby acknowledges and agrees that Landlord may tow, at Tenant's sole expense, any improperly parked or inoperative vehicle on or adjacent to the Premises in accordance with all applicable state and local laws. For purposes of this provision, an inoperative vehicle shall mean and include a vehicle that is not in good working order and that does not have a current state inspection and registration sticker, as required by law.

24. **LANDLORD'S INSPECTION OF AND ACCESS TO PREMISES.** Landlord and Landlord's agents will have the right at all reasonable times, without prior notice to Tenant, during the term of this Lease and any extension of it to enter the Premises for the purposes of inspecting them and all building and improvements on them; making repairs to the Premises; showing the Premises to prospective tenants, purchasers, inspectors, appraisers, surveyors, engineers, contractors or insurance agents; exercise a contractual or statutory lien and all legal rights thereunder; leaving written notices; or seizing nonexempt property after default.

25. **DISPLAY OF SIGNS BY LANDLORD.** During the term of this Lease or any Extension Term of same, Landlord or Landlord's agent may display "For Sale," "For Rent," or "Vacancy" signs on the Premises and may show the property to prospective purchasers or tenants.

26. **SUBORDINATION OF LEASE.** This Lease and Tenant's interest under it are and will be subordinate to any encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such encumbrances, the interest payable on any encumbrances, and all renewals or extensions of such encumbrances.

27. **LIABILITY. UNLESS CAUSED BY LANDLORD'S NEGLIGENCE, TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD IS NOT LIABLE OR RESPONSIBLE TO TENANT, TENANT'S FAMILY, GUESTS, OCCUPANTS, AND/OR INVITEES FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY CAUSED BY FIRE, FLOOD, WATER LEAKS, ICE, SNOW, HAIL, WINDS, EXPLOSIONS, SMOKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, OTHER PERSONS, THE CONDITION OF THE PREMISES, ENVIRONMENTAL CONTAMINANTS, INCLUDING BUT NOT LIMITED TO CARBON MONOXIDE, ASBESTOS, RADON GAS AND LEAD BASED PAINT, OR OTHER OCCURRENCES OR CASUALTY LOSSES. TENANT HEREBY AGREES TO**

**INDEMNIFY AND HOLD HARMLESS LANDLORD AND THE PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LANDLORD OR THE PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE PREMISES BY TENANT; FROM ANY NEGLIGENCE OR FAULT OF TENANT OR THE FAMILY, AGENTS, GUESTS OR INVITEES OF TENANT IN USING AND OCCUPYING THE PREMISES; OR FROM ANY FAILURE BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LANDLORD OR THE PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLIGENCE, OR USE OF THE PREMISES BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES, OR ANY OTHER PERSON ON THE PREMISES, TENANT AGREES THAT TENANT OR ANY OTHER PERSON ON THE PREMISES WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LANDLORD OR AGAINST THE PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.**

28. **SURRENDER OF PREMISES.** On or before the Termination Date of this Lease or any termination date of an Extension Term or any date of termination allowed hereunder, Tenant shall surrender ("Surrender" shall mean vacating the Premises and returning all keys and access devices to the Landlord) the Premises clean and free of all trash, debris and any personal property or belongings and in as good condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. If Tenant leaves any personal property or belongings in, on or about the Premises after Tenant surrenders possession of the Premises, all such personal property and/or belongings of Tenant will be forfeited to and become the property of the Landlord. In the event that Tenant forfeits such personal property or belongings pursuant to the terms of this Lease, Tenant hereby acknowledges and agrees that Landlord may dispose of such personal property or belongings of Tenant, without liability to Landlord, in any manner in which Landlord, in Landlord's sole discretion, deems fit or reasonable.

29. **ABANDONMENT.** If Tenant abandons the Premises, Tenant will be in default of this Lease. "Abandon" shall mean Tenant is absent from the Premises for Fourteen (14) consecutive days.

30. **HOLDOVER.** If Tenant fails to vacate the Premises on or before the Termination Date of this Lease or at the end of any Extension Term or on the effective date of any termination allowed hereunder, Tenant will pay rent for the holdover period and **INDEMNIFY** Landlord and/or Landlord's prospective tenants for damages, which shall include but not be limited to lost rents, lodging expenses, and attorney's fees, incurred by them due to Tenant's holdover. In the event of a holdover, Landlord, at Landlord's sole discretion and option, may extend this Lease up to one month by notifying Tenant in writing of its election to extend this Lease one additional month. Rent for any holdover period will be Two (2) times the monthly rent calculated on a daily basis and will be immediately due and payable daily without further notice or demand to Tenant.

31. **DEFAULT BY TENANT.** Tenant hereby acknowledges and agrees that if Tenant fails to comply with any provision of this Lease, such failure shall be deemed to be a material breach of this Lease. Furthermore, if Tenant fails to comply with any provision of this Lease, other than the covenant to pay rent, or with any present rules and regulations or any that may be hereafter prescribed by Landlord, or if Tenant fails to comply with any duties imposed on Tenant by law, Landlord may immediately terminate the Lease and/or avail itself of any remedies that are available at law or in equity. If Landlord decides that Tenant should be allowed the opportunity to correct the noncompliance, Landlord may deliver a written notice specifying the noncompliance and allowing Seven (7) days within which it may be corrected. If compliance is not made, Landlord may then terminate the Lease and/or avail itself of any remedies that are available at law or in equity.

If Tenant fails to pay rent when due, and the default continues for Three (3) days after delivery of written demand by Landlord for payment of the rent or possession of the Premises, Landlord may terminate the Lease. If Tenant breaches this Lease, all rents which are payable during the remainder of the Lease term or any extension thereof will be accelerated without further notice or demand to Tenant. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Premises to acceptable tenants thereby reducing Tenant's liability accordingly. Tenant hereby acknowledges that unpaid rent and unpaid damages are reportable to credit reporting agencies. In the event Tenant breaches this Lease, Tenant will be liable to Landlord for:

- a. Any lost rents;
- b. Landlord's costs of reletting the Premises, which shall include but not be limited to brokerage fees, advertising fees, and other necessary fees to relet the Premises;
- c. Repairs to the Premises for use beyond normal wear and tear;
- d. All of Landlord's costs associated with eviction of Tenant, which shall include attorney's fees, costs of court, and prejudgment interest;
- e. All of Landlord's costs associated with collection of rent, which shall include but not be limited to collection fees, late charges, returned check charges, attorney's fees, and fees paid to collection agencies; and
- f. Any other recovery to which the Landlord may be entitled by law or in equity.

32. **DEFAULT BY LANDLORD.** In the event of default by Landlord of any covenant, warranty, term or obligation of this Lease, Landlord's failure to cure same or commence a good faith effort to cure same within Thirty (30) days after written notice thereof by Tenant shall be considered a default and shall entitle Tenant to terminate this Lease. Tenant hereby acknowledges that such right to terminate shall be the sole remedy available in the event Landlord breaches this Lease and fails to cure as set forth in this provision.

33. **LANDLORD'S LIEN AND ENFORCEMENT THROUGH SEIZURE.** TENANT GRANTS

LANDLORD A LIEN FOR UNPAID RENT THAT IS DUE, COVERING ALL NONEXEMPT PROPERTY OF TENANT THAT IS IN THE RESIDENCE. LANDLORD SHALL HAVE THE RIGHT TO SEIZE TENANT'S NONEXEMPT PERSONAL PROPERTY TO SECURE THE PAYMENT OF SUMS DUE UNDER THIS LEASE, IN THE MANNER PROVIDED BY LAW, AND IF LANDLORD SEIZES ANY SUCH PROPERTY, LANDLORD SHALL GIVE NOTICE TO TENANT, AND TENANT MAY OBTAIN THE RETURN OF THE PROPERTY, ALL AS PROVIDED IN SECTION 54.044 OF THE TEXAS PROPERTY CODE. LANDLORD IS ENTITLED TO COLLECT A CHARGE FOR PACKING, REMOVING AND STORING PROPERTY SO SEIZED, AND IF THE PROPERTY IS SOLD, LANDLORD MAY ALSO COLLECT A CHARGE FOR THE COSTS OF SELLING THE PROPERTY.

IF TENANT HAS NOT PAID ALL DELINQUENT RENT WITHIN SEVEN (7) DAYS OF RECEIVING THE NOTICE REQUIRED UNDER SECTION 54.044 OF THE TEXAS PROPERTY CODE, LANDLORD MAY GIVE TENANT NOTICE OF INTENT TO SELL THE PROPERTY IN THE MANNER PROVIDED IN TEXAS PROPERTY CODE SECTION 54.045, AND IF TENANT FAILS TO REDEEM THE PROPERTY PRIOR TO THE DATE AND TIME OF SALE BY PAYING ALL DELINQUENT RENTS, REASONABLE PACKING, MOVING, STORAGE AND SALE COSTS, LANDLORD MAY PROCEED TO SELL THE PROPERTY SO SEIZED, AND ACCOUNT FOR THE SALES PROCEEDS AS REQUIRED BY LAW. ANY PROCEEDS OF THE SALE REMAINING AFTER DEDUCTION OF LAWFUL COSTS AND OFFSETS ENUMERATED ABOVE SHALL BE RETURNED TO TENANT.

34. TENANT'S DESIGNEE IN THE EVENT OF DEATH. Tenant designates the following as the person to contact pursuant to Texas Property Code, Section 92.014 (a), in the event of Tenant's death, concerning the Premises:

Name of Designee	Kimberly Gault, Daughter	John Garner, Son
Address of Designee	399 State Route 511 Nova, Ohio 44859 (512)	PO Box 1607 Liberty Hill, TX 78642
Telephone Number of Designee	635-2482	(325) 733-2232

and in the event of Tenant's death, Landlord is further authorized to:

- a. grant Tenant's designee access to the Premises at a reasonable time and in the presence of Landlord or Landlord's agent;
- b. allow Tenant's designee to remove any of Tenant's property found at the Premises; and
- c. refund Tenant's security deposit, less lawful deductions, to the designee.

35. REPRESENTATIONS. Tenant's statements and representations in this Lease are material representations relied upon by Landlord. If Tenant makes any misrepresentation in this Lease, Tenant shall be in default and breach of this Lease. Each party hereto states that he or she is of legal age to enter into this Lease. This provision shall survive termination of the Lease.

36. TENANTS' JOINT AND SEVERAL LIABILITY. All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this Lease or any extension of this Lease, or its termination shall be binding on all Tenants executing this Lease.

37. RECOVERY OF COSTS. In any action taken to enforce or interpret this Lease, the prevailing party will be entitled to recover all costs and expenses, including court costs and reasonable attorneys' fees.

38. ELECTION BY LANDLORD NOT EXCLUSIVE. The exercise by Landlord of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Landlord by this Lease agreement or by statute or law. The failure of Landlord in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Landlord shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Landlord of rent or any other payment or part of payment required to be made by the Tenant shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Landlord of any of the provisions of this Lease, or any of Landlord's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Landlord in writing.

39. VENUE AND GOVERNING LAW. Each party to this Lease hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Lease shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Lease is governed by the laws of the United States, this Lease shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

40. RELATIONSHIP OF THE PARTIES. In the performance of this Lease, each party shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. Neither party shall be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Tenant shall not be provided any form of compensation or any benefits that are provided to employees of Landlord, including, but not limited to health insurance, workers compensation insurance or any other remuneration that is provided to employees of Landlord.

41. SEVERABILITY AND INTERPRETATION CONSISTENT WITH LAW. This Lease is intended to comply with all applicable Texas statutes relative to rental agreements. If any provision of this lease is deemed by a court of competent jurisdiction to violate a Texas statute, the violation is inadvertent. If a provision is found to be so violative, the provision shall be considered void and severed from the lease and the balance of the Lease shall remain in full force and effect. Nothing contained in this Lease shall be construed as exculpating the Landlord from liability for the Landlord's failure to perform or Landlord's negligent performance of a duty imposed by law. Also, nothing contained in this Lease shall be construed as releasing either party from a duty to mitigate or minimize the damages to the other party.

42. LANDLORD'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Gary Wilson, Director of Facilities for Williamson County (or his successor, as designated by Landlord), shall serve as the Landlord's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Tenant.

Landlord's lease administrator and property manager contact information is as follows:

Williamson County Facilities  
Attn: Senior Director  
3101 S. E. Inner Loop  
Georgetown, Texas 78626  
Phone: (512) 943-1609  
Fax: (512) 930-3313  
Email: [facilities@wilco.org](mailto:facilities@wilco.org)

For all requests for services or repairs which Landlord is obligated to provide and perform under this Lease, Tenant shall contact:

Williamson County Facilities  
3101 S. E. Inner Loop  
Georgetown, Texas 78626  
Daytime Phone: (512) 943-1599  
After Hours Phone: (512) 943-1389 or  
(512) 943-1390  
Fax: (512) 930-3313  
Email: [facilities@wilco.org](mailto:facilities@wilco.org)

43. NOTICES. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Landlord's Address: Williamson County  
Attn: County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78628

With a copy to: Williamson County Facilities

Attn: Senior Director  
3101 S. E. Inner Loop  
Georgetown, Texas 78626

Tenant's Address: PO Box 1607  
Liberty Hill, TX 78642

44. REPORTS OF ACCIDENTS. Within Twenty Four (24) hours after Tenant 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 person in, on or around the Premises, whether or not it results from or involves any action or failure to act by the Tenant, the Tenant shall send a written report of such accident or other event to the Landlord, setting forth a full and concise statement of the facts pertaining thereto. The Tenant shall also immediately send the Landlord a copy of any summons, subpoena, notice, or other documents served upon the Tenant or received by it in connection with any matter before any court arising in relation to any injury to the person or property of any person in, on or around the Premises.

45. TERMINATION FOR CONVENIENCE. Landlord may terminate this Lease, for convenience and without cause, upon Ninety (90) calendar day's written notice to Tenant. Provided that Tenant does not owe any amounts under this Lease and is not otherwise in default, Tenant may terminate this Lease, for convenience and without cause, upon Ninety (90) calendar day's written notice to Landlord. In the event of either parties' termination pursuant to this provision, all amounts that are due as of the date of termination shall be paid to Landlord. Furthermore, Landlord shall reimburse Tenant for the pro-rata portion of any prepaid rents for the unused unexpired portion of the month.

46. TIME OF ESSENCE. Time is expressly declared to be of the essence in this Lease.

47. BINDING OF HEIRS AND ASSIGNS. All provisions of this Lease shall extend to and bind not only the parties to this Lease, but to each and every one of the heirs, executors, representatives, successors and assigns of Landlord and Tenant.

48. NO THIRD PARTY BENEFICIARIES. This Lease is for the sole and exclusive benefit of the Tenant and Landlord, and nothing in this Lease, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.

49. NO WAIVER OF IMMUNITIES. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Landlord, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Landlord 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.

50. **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 Lease. 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.

51. **PRO-RATA PROPORTIONS.** If this Lease should commence on a date other than the First (1<sup>st</sup>) day of a calendar year or terminate on a date other than the last day of the then current term of the Lease, percentage rental for such fractional part of the then current term of the Lease following the commencement date or preceding the termination date, as the case may be, shall be paid after deducting from the percentage rental all payments of minimum guaranteed rental for the fractional period, the percentage rental to be paid in monthly installments as provided in this Lease with respect to full term of the Lease.

52. **EXECUTION IN COUNTERPARTS.** This Lease 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.

53. **BINDING EFFECT.** This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Landlord and Tenant relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Landlord or Tenant unless in writing and signed by them and made a part of this Lease by direct reference.

### **IMPORTANT LEGAL NOTICES**

**Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer.**

**If Tenant gives Landlord notice according to Tex. Prop. Code Ann. § 92.056 regarding a condition that materially affects the physical health or safety of an ordinary tenant, and Landlord fails to repair the condition within a reasonable time, Tenant is entitled to the following remedies:**

- (1) Terminate the lease;**
- (2) Have the condition repaired or remedied;**
- (3) Deduct from Tenant's rent, without necessity of judicial action, the cost of the repair or remedy; and**
- (4) Obtain judicial remedies according to Tex. Prop. Code Ann. § 92.0563.**

Note that if Tenant chooses to terminate the lease, the following applies:

- (1) Tenant is entitled to a pro rata refund of the rent from the later of the following: (a) date of termination of the lease; (b) date Tenant moves out;
- (2) Tenant is entitled to deduct security deposit from his or her rent without the necessity of a lawsuit or to obtain a refund of the security deposit according to law; and
- (3) Tenant is not entitled to repair and deduction remedies under Tex. Prop. Code Ann. § 92.0561 of the Property Code or judicial remedies under Tex. Prop. Code Ann. § 92.0563(a)(1), (2).

Signed, sealed and delivered to be effective as of the date of the last party's execution below.

**LANDLORD:**

**TENANT:**

WILLIAMSON COUNTY, TEXAS

By: *Judge Bill Gravell Jr.*  
Judge Bill Gravell Jr. (Aug 19, 2020 08:09 CDT)

By: *Brenda Damer*  
Brenda Damer (Aug 7, 2020 11:35 CDT)

Bill Gravell, Jr.,  
Williamson County Judge

Name: Brenda Damer

Date: Aug 19, 2020

Date: Aug 7, 2020

**SCHEDULE "A"**

**INVENTORY CHECKLIST CONDITION OF RENTAL PROPERTY**

Tenant must complete this checklist, noting the condition of the rental property, and return it to the Landlord when Landlord delivers possession of the rental property.

	<u><b>Beginning Condition</b></u>	<u><b>Ending Condition</b></u>
<i>Living Room</i>		
Door (including locks)	_____	_____
Patio door	_____	_____
Screen door	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Plugs and switches	_____	_____
<i>Dining Room</i>		
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
<i>Entry</i>		
Door	_____	_____
Ceiling	_____	_____
Walls	_____	_____
Carpet/floor	_____	_____
<i>Hallway</i>		
Carpet	_____	_____

Walls	_____	_____
Ceiling	_____	_____
Switches and plugs	_____	_____
<i>Hall Closet</i>		
Door	_____	_____
Ceiling	_____	_____
Shelves	_____	_____
Carpet/floor	_____	_____
<i>Kitchen</i>		
Vinyl	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and switches	_____	_____
Stove/oven	_____	_____
Refrigerator	_____	_____
Disposal	_____	_____
Sink	_____	_____
Cabinets	_____	_____
Countertop	_____	_____
<i>Bedroom #1</i>		
Door	_____	_____
Windows	_____	_____
Screens	_____	_____
Carpet	_____	_____
Walls	_____	_____

Ceiling \_\_\_\_\_

Lights and switches \_\_\_\_\_

Closet \_\_\_\_\_

*Bedroom #2*

Door \_\_\_\_\_

Windows \_\_\_\_\_

Screens \_\_\_\_\_

Carpet \_\_\_\_\_

Walls \_\_\_\_\_

Ceiling \_\_\_\_\_

Lights and switches \_\_\_\_\_

Closet \_\_\_\_\_

*Bedroom #3*

Door \_\_\_\_\_

Windows \_\_\_\_\_

Screens \_\_\_\_\_

Carpet \_\_\_\_\_

Walls \_\_\_\_\_

Ceiling \_\_\_\_\_

Lights and switches \_\_\_\_\_

Closet \_\_\_\_\_

*Bathroom*

Door \_\_\_\_\_

Vinyl \_\_\_\_\_

Walls \_\_\_\_\_

Ceiling	_____	_____
Sink	_____	_____
Tub and shower	_____	_____
Toilet	_____	_____
Cabinet and shelves	_____	_____
Closet	_____	_____
Towel bars	_____	_____
Lights and switches	_____	_____
<i>Basement</i>		
Door	_____	_____
Furnace	_____	_____
General area	_____	_____
Stairway	_____	_____
Lights and switches	_____	_____

The above is a complete inventory checklist of the condition of the rental property located at 9769 HWY 29 W, Georgetown, Texas 78628.

Beginning Condition Inventory Checklist made on \_\_\_\_\_, 20\_\_\_\_.

Ending Condition Inventory Checklist made on \_\_\_\_\_, 20\_\_\_\_  
*(Additional checklist to be completed at termination and surrender of Premises. For a blank checklist at Termination and Surrender of Premises, please contact Landlord).*

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

# RESIDENTIAL LEASE AGREEMENT - Hwy 29 Property - Damer

Final Audit Report

2020-08-07

Created:	2020-08-07
By:	Thomas Skiles (blake.skiles@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUPMeMxh06WbeCENVYsm705pcCoqnrU0N

## "RESIDENTIAL LEASE AGREEMENT - Hwy 29 Property - Damer" History

-  Document created by Thomas Skiles (blake.skiles@wilco.org)  
2020-08-07 - 3:35:12 PM GMT- IP address: 173.219.39.210
-  Document emailed to Brenda Damer (brdamer0326@gmail.com) for signature  
2020-08-07 - 3:36:29 PM GMT
-  Email viewed by Brenda Damer (brdamer0326@gmail.com)  
2020-08-07 - 4:31:47 PM GMT- IP address: 66.102.7.156
-  Document e-signed by Brenda Damer (brdamer0326@gmail.com)  
Signature Date: 2020-08-07 - 4:35:19 PM GMT - Time Source: server- IP address: 162.251.9.139
-  Signed document emailed to Brenda Damer (brdamer0326@gmail.com) and Thomas Skiles (blake.skiles@wilco.org)  
2020-08-07 - 4:35:19 PM GMT



# Agenda Item #40 8-18-2020 (Residential Lease Agreement)

Final Audit Report

2020-08-19

Created:	2020-08-18
By:	Thomas Skiles (blake.skiles@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAP6isnm2b-zDzJ61Bs3LMNTP5ICjHEfnw

## "Agenda Item #40 8-18-2020 (Residential Lease Agreement)" History

-  Document created by Thomas Skiles (blake.skiles@wilco.org)  
2020-08-18 - 8:33:46 PM GMT- IP address: 66.76.4.65
-  Document emailed to aschiele@wilco.org for delegation  
2020-08-18 - 8:34:22 PM GMT
-  Email viewed by aschiele@wilco.org  
2020-08-18 - 9:45:22 PM GMT- IP address: 23.103.201.254
-  Document signing delegated to Judge Bill Gravell Jr. (bgravell@wilco.org) by aschiele@wilco.org  
2020-08-18 - 9:45:38 PM GMT- IP address: 66.76.4.65
-  Document emailed to Judge Bill Gravell Jr. (bgravell@wilco.org) for signature  
2020-08-18 - 9:45:38 PM GMT
-  Email viewed by Judge Bill Gravell Jr. (bgravell@wilco.org)  
2020-08-19 - 1:08:10 PM GMT- IP address: 23.103.201.254
-  Document e-signed by Judge Bill Gravell Jr. (bgravell@wilco.org)  
Signature Date: 2020-08-19 - 1:09:33 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Signed document emailed to Judge Bill Gravell Jr. (bgravell@wilco.org), aschiele@wilco.org, Thomas Skiles (blake.skiles@wilco.org), and becky.pruitt@wilco.org  
2020-08-19 - 1:09:33 PM GMT



## **AGREEMENT TO EXTEND RESIDENTIAL LEASE AGREEMENT**

**Landlord:** Williamson County, Texas, a political subdivision of the State of Texas

**Tenant:** Brenda Damer

### **Residential Lease Agreement:**

Residential Lease Agreement (the "Residential Lease") by and between Williamson County, Texas (hereinafter referred to as the "Landlord"), and Brenda Damer, (hereinafter referred to as "Tenant"), being dated effective August 19, 2020, wherein Landlord agreed to lease the residence located at 9769 HWY 29 W, Georgetown, Texas 78626, and as further described in the Residential Lease, (hereinafter referred to as the "Premises"), to Tenant for the purposes and duration described herein.

### **Agreement to Extend Residential Lease:**

Following the Initial Term of the Residential Lease and in accordance with Paragraph 5 of the Residential Lease, Tenant requested to extend the Residential Lease for an additional Extension Term of One (1) year. Landlord and Tenant hereby agree to extend the Residential Lease for an additional and separate Extension Term of twelve (12) months commencing on October 1, 2021 and continuing thereafter until September 30, 2022, unless terminated earlier pursuant to the terms of the Residential Lease. This extension is the first of the four allowable One (1) year Extension Terms.

### **Rent During Extension Term:**

Tenant agrees to pay, without demand, deduction or offset, to Landlord, as rent for the Premises during the Extension Term subject of this agreement, One Thousand and Seventy-Four Dollars and 66/100 (\$1074.66), plus Four Hundred and Ninety Dollars and 39/100 (\$490.39)\*, which is one-twelfth the amount of the annual ad valorem taxes assessed against improvements of the Premises in the preceding calendar year\*, on the first (1<sup>st</sup>) day of each calendar month in advance, beginning on the 1<sup>st</sup> day of October of the Extension Term at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such place as Landlord may designate in writing.

**\*ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES IN THE PRECEDING CALENDAR YEAR.**

### **Effect of Agreement to Extend Residential Lease on Terms, Covenants and Conditions of the Residential Lease**

To the extent that any terms, covenants or conditions of the Residential Lease contradict or conflict with the terms of this Agreement to Extend Residential Lease Agreement, the terms of this Amendment to Residential Lease Agreement shall control. All other existing terms,

covenants and conditions of the Residential Lease shall remain in full force and effect during the Extension Term and any tenancy, if any, thereafter.

**ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE TO BE EFFECTIVE AS OF THE 1<sup>ST</sup> DAY OF OCTOBER, 2021:**

**LANDLORD:**

Williamson County, Texas

By:   
Bill Gravell (Sep 21, 2021 15:43 CDT)  
Bill Gravell, Jr.  
County Judge

**TENANT:**

By:   
Brenda Damer

## **AGREEMENT TO EXTEND RESIDENTIAL LEASE AGREEMENT**

**Landlord:** Williamson County, Texas, a political subdivision of the State of Texas

**Tenant:** Brenda Damer

### **Residential Lease Agreement:**

Residential Lease Agreement (the "Residential Lease") by and between Williamson County, Texas (hereinafter referred to as the "Landlord"), and Brenda Damer, (hereinafter referred to as "Tenant"), being dated effective August 19, 2020, wherein Landlord agreed to lease the residence located at 9769 HWY 29 W, Georgetown, Texas 78626, and as further described in the Residential Lease, (hereinafter referred to as the "Premises"), to Tenant for the purposes and duration described herein.

### **Agreement to Extend Residential Lease:**

Following the Initial Term of the Residential Lease and in accordance with Paragraph 5 of the Residential Lease, Tenant requested to extend the Residential Lease for an additional Extension Term of One (1) year. Landlord and Tenant hereby agree to extend the Residential Lease for an additional and separate Extension Term of twelve (12) months commencing on October 1, 2022 and continuing thereafter until September 30, 2023, unless terminated earlier pursuant to the terms of the Residential Lease. This extension is the second of the four allowable One (1) year Extension Terms.

### **Rent During Extension Term:**

Tenant agrees to pay, without demand, deduction or offset, to Landlord, as rent for the Premises during the Extension Term subject of this agreement, One Thousand and Seventy-Four Dollars and 66/100 (\$1074.66), plus Six Hundred and Forty-Eight Dollars and 65/100 (\$648.65)\*, which is one-twelfth the amount of the annual ad valorem taxes assessed against improvements of the Premises in the preceding calendar year\*, on the first (1<sup>st</sup>) day of each calendar month in advance, beginning on the 1<sup>st</sup> day of October of the Extension Term at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such place as Landlord may designate in writing.

**\*ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES IN THE PRECEDING CALENDAR YEAR.**

### **Effect of Agreement to Extend Residential Lease on Terms, Covenants and Conditions of the Residential Lease**

To the extent that any terms, covenants or conditions of the Residential Lease contradict or conflict with the terms of this Agreement to Extend Residential Lease Agreement, the terms of this Amendment to Residential Lease Agreement shall control. All other existing terms, covenants and conditions of the Residential Lease shall remain in full force and effect during the Extension Term and any tenancy, if any, thereafter.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE TO BE EFFECTIVE AS OF  
THE 1<sup>ST</sup> DAY OF OCTOBER, 2022:

LANDLORD:

Williamson County, Texas

By: Bill Gravell Jr.  
Bill Gravell (Jul 13, 2022 08:16 CDT)

Bill Gravell, Jr.  
County Judge

TENANT:

By: Brenda Damer  
Brenda Damer

# AGREEMENT TO EXTEND RESIDENTIAL LEASE AGREEMENT

**Landlord:** Williamson County, Texas, a political subdivision of the State of Texas

**Tenant:** Brenda Damer

## **Residential Lease Agreement:**

Residential Lease Agreement (the "Residential Lease") by and between Williamson County, Texas (hereinafter referred to as the "Landlord"), and Brenda Damer, (hereinafter referred to as "Tenant"), being dated effective August 19, 2020, wherein Landlord agreed to lease the residence located at 9769 HWY 29 W, Georgetown, Texas 78626, and as further described in the Residential Lease, (hereinafter referred to as the "Premises"), to Tenant for the purposes and duration described herein.

## **Agreement to Extend Residential Lease:**

Following the Initial Term of the Residential Lease and in accordance with Paragraph 5 of the Residential Lease, Tenant requested to extend the Residential Lease for an additional Extension Term of One (1) year. Landlord and Tenant hereby agree to extend the Residential Lease for an additional and separate Extension Term of twelve (12) months commencing on October 1, 2023, and continuing thereafter until September 30, 2024, unless terminated earlier pursuant to the terms of the Residential Lease. This extension is the third of the four allowable One (1) year Extension Terms.

## **Rent During Extension Term:**

Tenant agrees to pay, without demand, deduction or offset, to Landlord, as rent for the Premises during the Extension Term subject of this agreement, One Thousand and Ninety Dollars and 90/100 (\$1,090.90), plus Four Hundred Nineteen Dollars and 94/100 (\$419.94)\*, which is one-twelfth the amount of the annual ad valorem taxes assessed against improvements of the Premises in the preceding calendar year\*, on the first (1<sup>st</sup>) day of each calendar month in advance, beginning on the 1<sup>st</sup> day of October of the Extension Term at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such place as Landlord may designate in writing.

\*ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES IN THE PRECEDING CALENDAR YEAR.

**Effect of Agreement to Extend Residential Lease on Terms, Covenants and Conditions of the Residential Lease**

To the extent that any terms, covenants, or conditions of the Residential Lease contradict or conflict with the terms of this Agreement to Extend Residential Lease Agreement, the terms of this Amendment to Residential Lease Agreement shall control. All other existing terms, covenants and conditions of the Residential Lease shall remain in full force and effect during the Extension Term and any tenancy, if any, thereafter.

**ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE TO BE EFFECTIVE AS OF THE 1<sup>ST</sup> DAY OF OCTOBER, 2023:**

**LANDLORD:**

Williamson County, Texas

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

**TENANT:**

By: Brenda Damer  
Brenda Damer

**Commissioners Court - Regular Session**

42.

**Meeting Date:** 06/06/2023

Approval of Services Contract for Replacement of Pump at Shiloh Well by Tom Arnold Drilling II LLC for Facilities Management Department

**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 #2023196 for replacement of a water well pump at Shiloh Well in Shiloh, TX by Tom Arnold Drilling II LLC, in the amount of four thousand nine hundred dollars (\$4,900.00) and authorizing the execution of this Services Contract.

**Background**

Facilities Management submitted requisition #131693 for water well replacement in the amount of \$4,900.00. The proposal includes pulling and replacing of the well pump, wiring and installing new 1 ½ control box, a 18GS15 water well Pump, two hundred (200) feet of #10-3 with ground pump wire and a Pumpsaver Plus Model P23315 pump monitor. Legal, Contract Audit and the Auditors Office have approved this contract. Funding Source is 01.0100.0509.004509 The point of contact is Dale Butler or Christi Stromberg.

**Fiscal Impact**

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

Signed Contract

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Stephanie Robles  
Final Approval Date: 06/01/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

06/01/2023 10:00 AM  
06/01/2023 10:08 AM  
Started On: 05/26/2023 12:38 PM

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# WILLIAMSON COUNTY SERVICES CONTRACT

(Tom Arnold Drilling II LLC)

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**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 **Tom Arnold Drilling II LLC** (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 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.

<b>Type of Coverage</b>	<b>Limits of Liability</b>
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 PERSONPER OCCURRENCE	
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$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 PERSONPER 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. 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.

**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.

[SIGNATURE PAGE TO FOLLOW]

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

**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Judge Bill Gravell, Jr.

Date: \_\_\_\_\_, 20\_\_\_\_

**SERVICE PROVIDER:**

Tom Arnold Drilling II LLC

Name of Service Provider

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

Tommy Arnold  
Printed Name

Date: 5-9, 2023

**Project Completion Date:** The Services set out in **Exhibit "A"** shall be completed by Service Provider on or before 09-30-2023.

**Cooperative Purchasing Contract or Agreement (if applicable):** N/A

**EXHIBIT "A"**

# Proposal

REF:

**Tom Arnold Drilling II LLC**

2750 South A. W. Grimes Blvd.

Round Rock, Texas 78664

Tele: (512) 255-7293 · Mobile: (512) 963-7293

FAX: (512) 255-1613

**PROPOSAL TO**  
**Williamson County Shiloh Well****LOCATION OF WORK**  
**Shiloh TX**

owner

**ORDER DATE****4-29-23****ADDRESS**[Dbutler@wilco.org](mailto:Dbutler@wilco.org)**Telephone, Fax, Cellular Numbers****512-658-3925**

*We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the below described work at the Location of Work and on the Date Work Performed as specified above.*

**QTY   Description**

- 1   Pull and replace pump and wire & install new 1 ½ control box (MC)**
- 1   18GS15 Pump complete**
- 1   200 Feet #10-3 with ground Pump wire**
- 1   Pumpsaver Plus P23315**

\* Lic # [REDACTED] Lic. By TCEQ department of Lic. & Reg. (512) 463-7880

**Total****\$ 4900.00****TERMS**

All material guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum written above.

## Proposal Acceptance

I, \_\_\_\_\_, by signing my name below, indicate my acceptance of the proposal as outlined herein.

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

**NOTE: This proposal may be withdrawn by us if not accepted within forty-five (45) days.**

**Commissioners Court - Regular Session**

43.

**Meeting Date:** 06/06/2023

Construction Agreement for Williamson County Sheriff's Office Impound Fence Screening

**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 Construction Agreement #2023223 for the Williamson County Sheriff's Office Fence Screening project at the Department Impound Yard, with Vaughn Construction, LLC, in the amount of \$50,912.98 and authorizing the execution of this agreement pursuant to OMNIA Cooperative Contract #R200107.

**Background**

Facilities Management submitted requisition #131670 for installation of new privacy slats in the existing chain link fence and gate around the Sheriff's Office Impound Yard, located at 3151 SE Inner Loop, Georgetown, TX 78626. The proposal includes privacy slats on fences and gates, twelve thousand six hundred square feet (12,600 SF) of industrial chain link for the fence, one thousand one hundred twelve square feet (1,112SF) of industrial chain link for all gates, demolition, dumpsters for trash and debris, hauling of trash, on site supervision, and payment and performance bonds. Legal, Contract Audit and Auditors have approved this contract. Funding Source is 01.0100.1079.004509 The point of contact is Thomas Crockett or Christi Stromberg.

**Fiscal Impact**

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

Signed Contract  
Proposal

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Stephanie Robles  
Final Approval Date: 06/01/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

06/01/2023 10:25 AM  
06/01/2023 10:52 AM  
Started On: 05/31/2023 05:48 PM



**CONTRACT FOR CONSTRUCTION**  
**(Cooperative Purchasing – OMNIA Partners – Contract Number R200107)**

**PROJECT:** Williamson County Sheriff's Impound Fence Slats ("Project")

**GENERAL CONTRACTOR:** J.T. Vaughn Construction, LLC ("GC")  
Danny Thompson, CEO  
10355 Westpark Drive  
Houston, TX 77042

**ARCHITECT:** Williamson County Architect ("A/E")  
Trenton H. Jacobs, AIA  
3101 SE Inner Loop  
Georgetown, TX 78626

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

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

**RECITALS**

**WHEREAS**, County desires to retain a GC for the **installation of new privacy slats in the existing chain link fence and gate around the Impound Yard** (hereinafter called the "Project");

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

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

## **ARTICLE 1 SCOPE OF WORK**

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

## **ARTICLE 2 GENERAL PROVISIONS**

### **2.1 CONTRACT DOCUMENTS**

#### **2.1.1**

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

#### **2.1.2**

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

#### **2.1.3**

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

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

GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests

of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

## **2.3 GENERAL CONDITIONS**

### **2.3.1**

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

### **2.3.2**

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

### **2.3.3**

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

## **ARTICLE 3 CONTRACT TIME**

### **3.1**

County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **One Hundred Sixteen ( 116 ) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

### **3.2 LIQUIDATED DAMAGES**

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

### **3.2.1**

Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Seven Hundred Fifty Dollars ( \$750 ) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

### **3.2.2**

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

### **3.2.3**

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

## **ARTICLE 4 GC REPRESENTATIONS**

### **4.1**

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

#### **4.1.1**

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

#### **4.1.2**

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

#### **4.1.3**

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

#### **4.1.4**

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

#### **4.1.5**

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

#### **4.1.6**

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

#### **4.1.7**

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

#### **4.1.8**

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

## **ARTICLE 5 THE CONTRACT SUM**

### **5.1 Contract Sum.**

County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Fifty Thousand, Nine Hundred Twelve Dollars and Ninety-Eight Cents (\$ 50,912.98)**.

### **5.2 Contract Payments.**

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

### 5.3 Owner's Contingency.

County and GC acknowledge the Work has become necessary due to **the small scale of the improvements and the limited time remaining in the Fiscal year** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a lump sum amount of **Five Thousand, Ninety Dollars (\$ 5,090)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

#### 5.3.1

Owner's Contingency is controlled solely by County.

#### 5.3.2

Expenditures from the Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

#### 5.3.3

Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the Owner's Contingency.

#### 5.3.4

For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Paragraph 5.1** above, plus the Owner's Contingency (set out in **Paragraph 5.3** above), shall serve as the original Contract price.

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

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

#### 5.4.1

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

#### 5.4.2

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

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

## **ARTICLE 6 PROJECT TEAM**

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

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

County shall have the right, from time to time, to change the County's Designated Representative by giving GC written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify GC in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

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

**J.T. Vaughn Construction, LLC.  
Danny Thompson, CEO  
10355 Westpark Drive  
Houston, TX 77042**

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

or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

## **ARTICLE 7 NOTICE**

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

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

With copy to: Williamson County Facilities Management  
Attn: Director of Facilities  
3101 SE Inner Loop  
Georgetown, Texas 78641 / 78626

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

**GC:** J.T. Vaughn Construction, LLC  
10355 Westpark Drive  
Houston, TX 77042

Attention: Danny Thompson  
Chief Executive Officer

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

## **ARTICLE 8 DISPUTE RESOLUTION**

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

## **ARTICLE 9 MISCELLANEOUS PROVISIONS**

### **9.1 MEANING OF TERMS**

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

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

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

### **9.3 GOVERNING LAW**

This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

### **9.4 ASSIGNMENT**

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

### **9.5 OTHER PROVISIONS**

#### **9.5.1**

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

- .1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- .2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

- .3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;
- .4 that its execution of this Contract and its performance thereof is within its duly authorized powers;
- .5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and
- .6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

## **ARTICLE 10 SCOPE OF CONTRACT AND CONTRACT DOCUMENTS**

### **10.1**

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

### **10.2**

The following documents comprise the Contract Documents:

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

### **10.3**

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

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

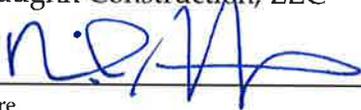
- 4. all Addenda issued prior to the Effective Date of the Contract between County and GC;  
and
- 5. The Construction Documents

**ARTICLE 11  
SIGNATORY WARRANTY**

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

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

**GC:**  
J.T. Vaughn Construction, LLC

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

\_\_\_\_\_  
Printed Name **Danny Thompson**  
**Chief Executive Officer**

\_\_\_\_\_  
Title

Date Signed: 30 MAY 2023

**COUNTY:**  
Williamson County, Texas

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

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

\_\_\_\_\_  
Title

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

# S.O. IMPOUND FENCE

APPROXIMATE MEASUREMENTS 1/30/23



**EXHIBIT B**



**MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS**

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

**TYPE OF COVERAGE**

**LIMITS OF LIABILITY**

**Worker's Compensation**

Statutory

**Employer's Liability**

Bodily Injury by Accident

\$ 1,000,000 per Accident

Bodily Injury by Disease

\$ 1,000,000 per Employee

\$ 1,000,000 aggregate Policy Limit

**Comprehensive General Liability**

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

Comprehensive General Liability

\$ 1,000,000 per Occurrence

\$ 2,000,000 aggregate Policy Limit

**Comprehensive Automobile and Auto Liability Insurance**

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

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

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

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

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

**Flood insurance**

(when specified in Supplementary General Conditions or Special Conditions.

**Umbrella Coverage** \$ 5,000,000

**Workers' Compensation Insurance**

- A.** Definitions:

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

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

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

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

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

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

- (7) contractually require each person with whom it contracts, to perform as required by **Paragraphs (1)-(7)**, with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing the Contract or providing or causing to be provided a certificate of coverage, Contractor is representing to County that all employees of Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles County to declare the Contract void if Contractor does not remedy the breach within **ten (10) calendar days** after receipt of notice of breach from County.
3. If insurance policies are not written for the amounts specified in this section, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.
4. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Contract, and in no event later than **ten (10) calendar days** from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
5. County shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this section.
6. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **seventy-five thousand dollars (\$ 75,000)** in Contractor's insurance must be declared and approved in writing by County in advance.

# **EXHIBIT C**

## **Williamson County**

### **Vendor Reimbursement Policy**

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

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

#### **1. Invoices and Affidavits**

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

#### **2. Travel Reimbursement**

- 2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

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

### **3. Meals**

- 3.1 Meal reimbursements are limited to a maximum of \$59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

#### **4. Lodging**

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

#### **5. Airfare**

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

#### **6. Car Rental**

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

#### **7. Personal Car Usage**

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

- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## **8. Other Expenses**

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

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

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

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

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

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

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

**EXHIBIT D**



**UNIFORM GENERAL CONDITIONS**

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# **ARTICLE 1 GENERAL PROVISIONS**

## **1.1 BASIC DEFINITIONS**

### **1.1.1 CONTRACT DOCUMENTS**

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

### **1.1.2 CONTRACT**

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

### **1.1.3 WORK**

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

### **1.1.4 THE PROJECT**

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

### **1.1.5 THE DRAWINGS**

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

### **1.1.6 THE SPECIFICATIONS**

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

### **1.1.7 INSTRUMENTS OF SERVICE**

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

### **1.1.8 KNOWLEDGE**

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

### **1.1.9 PRODUCT**

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

### **1.1.10 PROVIDE**

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

### **1.1.11 FURNISH**

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

### **1.1.12 INSTALL**

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

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

### **1.2.1**

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

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

### **1.2.2**

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

### **1.2.3**

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

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

## **1.3 CAPITALIZATION**

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

## **1.4 INTERPRETATION**

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

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

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

### **1.5.1**

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

### **1.5.2**

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

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

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

## **ARTICLE 2 OWNER**

### **2.1 GENERAL**

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

### **2.2 OWNER**

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

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

### **2.2.2**

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

### **2.2.3**

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

### **2.2.4**

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

### **2.2.5**

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

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

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

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

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

## **2.5 EXTENT OF OWNER RIGHTS**

### **2.5.1**

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

### **2.5.2**

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

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

### **2.6.1**

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

### **2.6.2**

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

### **2.6.3**

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

### **2.6.4**

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

## **ARTICLE 3 CONTRACTOR**

### **3.1 GENERAL**

#### **3.1.1**

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

#### **3.1.2**

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

#### **3.1.3**

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

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

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

#### **3.2.1**

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

#### **3.2.2**

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

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

### **3.2.3**

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

### **3.2.4**

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

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

#### **3.3.1**

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

#### **3.3.2**

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

#### **3.3.3**

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

#### **3.3.4**

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

## 3.4 LABOR AND MATERIALS

### 3.4.1

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

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

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

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

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

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

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

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

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

### **3.4.2**

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

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

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

#### **3.4.3**

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

#### **3.4.4**

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

#### **3.4.5.**

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

### **3.5 WARRANTY**

#### **3.5.1**

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

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

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

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

### **3.5.2**

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

## **3.6 TAXES**

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

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

### **3.7.1**

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

### **3.7.2**

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

### **3.7.3**

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

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

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

### **3.7.5**

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

## 3.8 ALLOWANCES

### 3.8.1

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

### 3.8.2

Unless otherwise provided in the Contract Documents,

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

## 3.9 SUPERINTENDENT

### 3.9.1

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

### 3.9.2

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

### **3.9.3**

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

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

### **3.10.1**

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

### **3.10.2**

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

### **3.10.3**

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

### **3.10.4**

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

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

### **3.10.5**

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

## **3.11 DOCUMENTS AT THE SITE**

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

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

### **3.12.1**

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

### **3.12.2**

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

### **3.12.3**

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

#### **3.12.4**

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

#### **3.12.5**

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

#### **3.12.6**

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

#### **3.12.7**

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

#### **3.12.8**

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

### **3.12.9**

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

### **3.12.10**

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

## **3.13 USE OF SITE**

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

## **3.14 CUTTING AND PATCHING**

### **3.14.1**

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

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

#### **3.14.2**

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

### **3.15 CLEANING UP**

#### **3.15.1**

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

#### **3.15.2**

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

### **3.16 ACCESS TO WORK**

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

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

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

### **3.18 INDEMNIFICATION**

#### **3.18.1 INDEMNITY**

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

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

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

#### **3.18.3**

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

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

## **ARTICLE 4 ARCHITECT**

### **4.1 GENERAL**

#### **4.1.1**

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

#### **4.1.2**

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

#### **4.1.3**

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

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

#### **4.2.1**

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

#### **4.2.2**

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

#### **4.2.3**

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

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

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

#### **4.2.5**

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

#### **4.2.6**

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

#### **4.2.7**

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

#### **4.2.8**

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

#### **4.2.9**

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

#### **4.2.10**

If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

#### **4.2.11**

If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

#### **4.2.12**

Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

#### **4.2.13**

The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

#### **4.2.14**

The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## **ARTICLE 5 SUBCONTRACTORS**

### **5.1 DEFINITIONS**

#### **5.1.1**

A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

#### **5.1.2**

A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

## **5.2 AWARD OF SUBCONTRACTS**

### **5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS**

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

- .1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and
- .2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.
- .3 **Review of Bids or Proposals.** Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7<sup>th</sup>) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

### **5.2.2**

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

### **5.2.3**

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

#### **5.2.4**

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

### **5.3 SUBCONTRACTUAL RELATIONS**

#### **5.3.1**

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### **5.3.2**

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

#### **5.4.1**

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

- .1 Contractor is in default under the Contract Documents; or
- .2 Owner has terminated the Contract in accordance with the Contract Documents; and
- .3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

#### **5.4.2**

Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

#### **5.4.3**

Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

#### **5.4.4**

The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

#### **6.1.1**

The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

### **6.1.2**

When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

### **6.1.3**

The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

## **6.2 MUTUAL RESPONSIBILITY**

### **6.2.1**

The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

### **6.2.2**

If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

### **6.2.3**

The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

### **6.2.4**

The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

### **6.2.5**

The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

### **6.2.6**

All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

## **6.3 OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

# **ARTICLE 7 CHANGES IN THE WORK**

## **7.1 GENERAL**

### **7.1.1**

Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

### **7.1.2**

A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

### **7.1.3**

Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

## **7.2 CHANGE ORDERS**

### **7.2.1**

A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1** The change in the Work;
- .2** The amount of the adjustment, if any, in the Contract Sum; and
- .3** The extent of the adjustment, if any, in the Contract Time.

### **7.2.2**

Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

### **7.2.3**

Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

## **7.3 CONSTRUCTION CHANGE DIRECTIVES**

### **7.3.1**

A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

### **7.3.2**

A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

### **7.3.3**

If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in **Paragraph 7.3.7**.

#### **7.3.4**

If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

#### **7.3.5**

Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

#### **7.3.6**

A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

#### **7.3.7**

If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

#### **7.3.8**

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

#### **7.3.9**

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

#### **7.3.10**

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

### **7.4 MINOR CHANGES IN THE WORK**

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

## **ARTICLE 8 TIME**

## **8.1 CONTRACT TIME**

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

## **8.2 NOTICE TO PROCEED**

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

## **8.3 WORK PROGRESS SCHEDULE**

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

### **8.3.1 SCHEDULE REQUIREMENTS**

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

- .1** Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.
- .2** Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

### **8.3.2 SCHEDULE UPDATES**

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

### **8.3.3**

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

- .1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.
- .2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.
- .3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

## **8.4 COMPLETION OF WORK**

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

### **8.4.1**

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

- .1 An increase in working forces.
- .2 An increase in equipment or tools.
- .3 An increase in hours of work or number of shifts.
- .4 Expedite delivery of materials.
- .5 Other action proposed, if acceptable to Owner.

#### **8.4.2**

Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contractor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

### **8.5 MODIFICATION OF CONTRACT TIME**

#### **8.5.1**

Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

#### **8.5.2**

When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

- .1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

- A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10<sup>th</sup>) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.
  - B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.
- .2 Excusable Delay.** Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:
- A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.
  - B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.
  - C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.
  - D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.
  - E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.
  - F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.
  - G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

### **8.5.3**

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

## **8.6 NO DAMAGES FOR DELAY**

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

## **8.7 CONCURRENT DELAY**

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

## **8.8 OTHER TIME EXTENSION REQUESTS**

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

### **8.8.1**

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

### **8.8.2**

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

### **8.8.3 CONTENTS OF TIME EXTENSION REQUESTS**

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

- .1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.
- .2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.
- .3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

### **8.8.4 OWNER'S RESPONSE**

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

- .1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.
- .2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

### **8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME**

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

### **8.10 LIQUIDATED DAMAGES**

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **9.1 CONTRACT SUM**

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### **9.2 SCHEDULE OF VALUES**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### **9.3 APPLICATIONS FOR PAYMENT**

#### **9.3.1**

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2.**, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

- .1** As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.
- .2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- .3** If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

- a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;
- b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;
- c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars (\$5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;
- d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and
- e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

### **9.3.2**

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

### 9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

- .1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.
- .2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.
- .3 **Retainage.** The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.
- .4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

## 9.4 CERTIFICATES FOR PAYMENT

### 9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

#### **9.4.2**

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

#### **9.5.1**

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;
- .7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);
- .8 failure to include sufficient documentation to support the amount of payment requested for the Project;
- .9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or
- .10 repeated failure to carry out the Work in accordance with the Contract Documents.

#### **9.5.2**

When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

### **9.6 PROGRESS PAYMENTS**

#### **9.6.1**

The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

#### **9.6.2**

The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

#### **9.6.3**

The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

#### **9.6.4**

Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

#### **9.6.5**

A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

### **9.7 FAILURE OF PAYMENT**

#### **9.7.1**

If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

#### **9.7.2**

If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

### **9.8 SUBSTANTIAL COMPLETION**

#### **9.8.1**

Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

#### **9.8.2**

When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

#### **9.8.3**

Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

#### **9.8.4**

When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

#### **9.8.5**

The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

## **9.9 PARTIAL OCCUPANCY OR USE**

### **9.9.1**

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

### **9.9.2**

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

### **9.9.3**

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## **9.10 FINAL COMPLETION AND FINAL PAYMENT**

### **9.10.1**

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

### **9.10.2**

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

### **9.10.3**

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of warranties required by the Contract Documents.

### **9.10.4**

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### **10.2 SAFETY OF PERSONS AND PROPERTY**

### **10.2.1**

The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

### **10.2.2**

The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

### **10.2.3**

The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

### **10.2.4**

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

### **10.2.5**

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

#### **10.2.6**

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

#### **10.2.7**

The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### **10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### **10.2.9**

When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

#### **10.2.10**

The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

### **10.3 HAZARDOUS MATERIALS**

#### **10.3.1**

The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

### **10.3.2**

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

### **10.3.3**

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

### **10.3.4**

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

## **10.4 EMERGENCIES**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

## **ARTICLE 11 INSURANCE AND BONDS**

### **11.1 CONTRACTOR'S LIABILITY INSURANCE**

#### **11.1.1**

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

#### **11.1.2**

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

#### **11.1.3**

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

#### **11.1.4**

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

### **11.2 OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

### **11.3 PROPERTY INSURANCE**

#### **11.3.1**

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

- .1 Property insurance shall be on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.
- .2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.
- .3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was caused by Contractor’s negligence or breach of the Contract.
- .4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.
- .5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

### **11.3.2 WAIVERS OF SUBROGATION**

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

### **11.3.3**

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

## **11.4 BONDS**

### **11.4.1**

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

### **11.4.2**

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars (\$50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

#### **11.4.3**

A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars (\$25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

#### **11.4.4 Warranty Bond.**

Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

#### **11.4.5**

Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

#### **11.4.6**

Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusted to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

#### **11.4.7**

Each bond shall be accompanied by a valid Power-of-Authority (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

#### **11.4.8**

The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

#### **11.4.9**

Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

#### **11.4.10 Claims on Payment Bonds.**

Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

#### **11.4.11 Payment Claims when Payment Bond not Required.**

When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars (\$25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

#### **11.4.12**

Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

### **11.5 GENERAL REQUIREMENTS**

#### **11.5.1**

Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

#### **11.5.2**

If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **12.1 UNCOVERING OF WORK**

#### **12.1.1**

If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

#### **12.1.2**

If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### **12.2 CORRECTION OF WORK**

#### **12.2.1**

The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### **12.2.2 AFTER SUBSTANTIAL COMPLETION**

- .1** In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

- .2** The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

### **12.2.3**

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

### **12.2.4**

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

### **12.2.5**

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

## **12.3 ACCEPTANCE OF NONCONFORMING WORK**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **13.1 GOVERNING LAW**

The Contract shall be governed by the law of Williamson County, Texas.

### **13.2 SUCCESSORS AND ASSIGNS**

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

### **13.3 WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### **13.4 RIGHTS AND REMEDIES**

#### **13.4.1**

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

#### **13.4.2**

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

### **13.5 TESTS AND INSPECTIONS**

#### **13.5.1**

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

#### **13.5.2**

If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

#### **13.5.3**

If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

#### **13.5.4**

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

#### **13.5.5**

If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

#### **13.5.6**

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### **13.6 INTEREST**

The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

#### **13.6.1**

**one percent (1%); and**

### **13.6.2**

the prime rate as published in the Wall Street Journal on the **first (1<sup>st</sup>) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

## **13.7 TIME LIMITS ON CLAIMS**

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

## **13.8 APPLICATION TO SUBCONTRACTS**

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

## **13.9 GENERAL PROVISIONS**

### **13.9.1**

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

### **13.9.2**

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

### **13.10 NO ORAL WAIVER**

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

### **13.11 TEXAS PUBLIC INFORMATION ACT**

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

### **13.12 EQUAL OPPORTUNITY IN EMPLOYMENT**

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14.1 TERMINATION BY THE CONTRACTOR**

#### **14.1.1**

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

#### **14.1.2**

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

#### **14.1.3**

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

### **14.2 TERMINATION BY THE OWNER FOR CAUSE**

#### **14.2.1**

The Owner may terminate the Contract if the Contractor

- .1 fails to commence the Work in accordance with the provisions of the Contract,
- .2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,
- .3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

- .4 fails to perform any of its obligations under the Contract,
- .5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,
- .6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,
- .7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or
- .8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

#### **14.2.2**

When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to **Section 5.4**; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

#### **14.2.3**

When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

#### **14.2.4**

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

### **14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

#### **14.3.1**

The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

#### **14.3.2**

The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

### **14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

#### **14.4.1**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

#### **14.4.2**

Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

#### **14.4.3**

Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **15.1 CLAIMS**

#### **15.1.1 DEFINITION**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

#### **15.1.2 NOTICE OF CLAIMS**

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

#### **15.1.3 CONTINUING CONTRACT PERFORMANCE**

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

#### **15.1.4 CLAIMS FOR ADDITIONAL COST**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

#### **15.1.5 CLAIMS FOR ADDITIONAL TIME**

- .1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
- .2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

## **15.2 MEDIATION**

### **15.2.1**

Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

### **15.2.2**

The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

### **15.2.3**

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### **15.2.4**

All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

### **15.2.5 NO WAIVER OF IMMUNITY**

Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.



Date: April 26, 2023

Attention: Williamson County, Texas  
Mr. Thomas Crocket  
3901 SE Inner Loop  
Georgetown, TX 78626

Reference: OMNIA R200107 - Williamson County SO Fence  
Screening

6604 N. Lamar  
Austin, TX 78752  
Telephone:  
(512) 318-1332

Facsimile:  
(512) 681-9752

Mr. Crocket,

We respectfully submit our Proposal for the Williamson County SO Fence Screening project in the amount of Fifty Thousand Nine Hundred Twelve and 98/100 (\$50,912.98) dollars.

Our Pricing includes the following scopes of work:

1. On site supervision & safety measures
2. Payment and Performance Bonds
3. Temporary project site containment measures
4. Privacy slats on fences and gates

Our Pricing Excludes

1. Contingency
2. Temporary toilets. Workers will utilize the existing facilities
3. Sales Tax
4. Modifications to the fencing layout or gate operations

Pricing is valid for Thirty (30) Days only.

If this proposal and scope of work is approved, please issue a Notice to Proceed for this work.

Thank you for the opportunity and please call me with any questions.

Very truly yours,  
J.T. Vaughn Construction, LLC

  
Doug Boram

512-663-7461  
doughboram@vaughnconstruction.com

# VAUGHN

CONSTRUCTION

Wilco Sheriffs Office Fence Slats

OMNIA R200107

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
024119190700	Selective demolition, rubbish handling, dumpster, 10 C.Y., 3 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	DUMPSTER AS NEEDED FOR ALL TRASHES AND DEBRIS ON SITE FOR A WEEK	1.00	Week	\$0.00	\$480.00	\$0.00	\$480.00	
024119192040	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, hand carried, cost to be added to demolition cost	FOR HAULING ALL THE TRASH TO THE DUMPSTER	10.00	C.Y.	\$49.86	\$0.00	\$0.00	\$498.60	
097743200230	Slatwall accessories, edge cap, 8' long	USE FOR CUSTOMIZED FIT BOTTOM LOCK FOR THE SLATS	2,254.00	L.F.	\$0.00	\$1.06	\$0.00	\$2,389.24	
323113207071	Fence, chain link industrial, privacy slats, vertical, vinyl	PRIVATE SLAT ON EXISTING FENCE AND GATE. 12600SF FOR THE FENCE; 1112sF FOR ALL THE GATES	13,364.00	S.F.	\$0.82	\$1.75	\$0.00	\$34,345.48	
								\$37,713.32	
								SubTotal (ExtendedTotal)	\$37,713.32
								Coefficient (Omnia JOC Standard Hour 35% on Extended Total)	\$13,199.66
								Grand Total	\$50,912.98

**Commissioners Court - Regular Session**

**44.**

**Meeting Date:** 06/06/2023

Berry Springs Park Improvements (P559) PSA1-AR1-A1

**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 Contract Amendment 2 to Williamson County First Amended and Restated Agreement between Williamson County and Half Associates, Inc., dated December 8, 2021, relating to the Berry Springs Improvements Project (P559) to increase reimbursable expenses to \$13,572.

**Background**

This amendment increases the reimbursable expenses to \$13,572 to cover TCEQ and Jonah Water System fees not in the original scope of work. There is no increase in time for substantial completion. Contact for this project is Trent Jacobs, County Architect. Funding source if P559.

**Fiscal Impact**

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

PSA1-AR1-A1

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzo

Final Approval Date: 06/01/2023

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

06/01/2023 09:14 AM

06/01/2023 10:53 AM

Started On: 06/01/2023 08:13 AM



**AMENDMENT NO. 2  
TO  
FIRST AMENDED AND RESTATED AGREEMENT FOR PLANNING, DESIGN &  
ENGINEERING SERVICES**

**PROJECT:** Berry Springs Park Improvements, Parks Bond B (“Project”)

**PLANNER/ LANDSCAPE**

**ARCHITECT/:** Halff Associates, Inc. (“A/E”)  
James Hemenes, PLA, ASLA, CPRE  
Director of Landscape Architecture  
9500 Amberglen Blvd; Bldg F, Suite 125  
Austin, TX 78729-1102

**COUNTY’S DESIGNATED**

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

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

**R E C I T A L S**

**WHEREAS**, County and A/E previously executed that certain First Amended and Restated Agreement for Planning, Design and Engineering Services (“Agreement”) being dated effective 12/8/2021, wherein A/E agreed to perform certain professional planning, design and engineering services in connection with the Project;

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

**WHEREAS**, the parties wish to amend the language relating to **Expenses** under **Article 6.2** of the Agreement; and,

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

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

**I. Amendment to Article 6.2– Expenses**

**Article #6.2 – Expenses shall be amended and supplanted by the following:**

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Amended Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider’s invoice and **must strictly comply with Williamson County Vendor Reimbursement Policy**. The copies of the provider’s invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Thirteen Thousand, Five Hundred Seventy-Two Dollars (\$ 13,572)**.

**II. Terms of Agreement Control and Extent of Amendment No. 2**

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

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

A/E:  
Halff Associates, Inc.

COUNTY:  
Williamson County, Texas

By:   
Signature

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

M. James Hemenes  
Printed Name

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

Director of Landscape Architecture  
Title

\_\_\_\_\_  
Title

Date Signed: 05/31/2023

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

**Commissioners Court - Regular Session**

45.

**Meeting Date:** 06/06/2023

New Williamson County Headquarters (P577) – Marmon Mok Amendment 1

**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 Contract Amendment 1 to Williamson County Agreement for Design and Engineering Services, between Williamson County and Marmom Mok, LP., dated June 28, 2022, relating to the Williamson County New Headquarters Facility Project (P577) to amend the basic fee schedule and basic fee to \$6,692,235. Project funding source if P577.

**Background**

This amendment changes the basic fee to \$6,692,235 and extend project completion to November 2, 2026. Contact for this project is Trent Jacobs, County Architect. Funding source is P577.

**Fiscal Impact**

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

PSA1-A1 Marmom Mok

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzo

Final Approval Date: 06/01/2023

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

06/01/2023 11:12 AM

06/01/2023 11:54 AM

Started On: 06/01/2023 10:33 AM



**AMENDMENT NO. 1  
TO  
AGREEMENT FOR DESIGN & ENGINEERING SERVICES**

**PROJECT:** New Williamson County Headquarters Facility ("Project")

**ARCHITECT/  
ENGINEER:** Marmon Mok, LP acting by and through its general partner  
Marmon Mok Management Group, LLC ("A/E")  
Briant A. Harkiewicz, AIA, LEED AP, Partner  
1020 NE Loop 410, Suite 201  
San Antonio, TX 78209

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

This Amendment No. 1 to Agreement for Design and Engineering Services ("Amendment No. 1") is by and between **Williamson County, Texas**, a political subdivision of the State of Texas ("County") and A/E.

**R E C I T A L S**

**WHEREAS**, County and A/E previously executed that certain Agreement for Design and Engineering Services ("Agreement") being dated effective 06/28/22, wherein A/E agreed to perform certain professional design and engineering services in connection with the Project;

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

**WHEREAS**, the parties wish to amend the language relating to **Project compensation due to a refinement in services provided to accomplish the original scope** under **Article 6** and **Exhibit B** of the Agreement;

**WHEREAS**, the parties wish to amend the language relating to **Project schedule due to a refinement in services provided to accomplish the original scope** under Exhibit C of the Agreement;

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

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

**I. Amendment to Article 6 – Compensation and Expenses**

The first paragraph of Paragraph 6.1 – Basic Fee shall be modified to the following:

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Six Million, Six Hundred Ninety-Two Thousand, Two Hundred Thirty-Five Dollars (\$ 6,692,235)** hereinafter called the "Basic Fee".

**II. Amendment to Exhibit B – Fee Schedule**

Exhibit B – Fee Schedule shall be supplanted in its entirety by the amended Exhibit attached.

**III. Amendment to Exhibit C – Production Schedule**

Exhibit C – Production Schedule shall be supplanted in its entirety by the amended Exhibit attached.

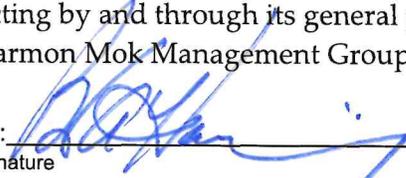
**IV. Terms of Agreement Control and Extent of Amendment No. 1**

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

V. IN WITNESS WHEREOF, County and A/E have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

A/E:  
Marmon Mok, LP  
Acting by and through its general partner  
Marmon Mok Management Group, LLC

COUNTY:  
Williamson County, Texas

By:   
Signature

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

BRIANT A. HARKIEWICZ  
Printed Name

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

PARTNER  
Title

\_\_\_\_\_  
Title

Date Signed: 1 JUNE 2023

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

**EXHIBIT B**  
**FEE SCHEDULE**

This schedule indicates fees by Phase of the Basic Fee:

**\$ 6,692,235** 100%

0%	<b>Tree &amp; Topographic Surveys</b>	<b>\$ 29,830</b>
0%	<b>Flood Study</b>	<b>\$ 15,000</b>
0%	<b>Geotechnical/ Geological Assessment</b>	<b>\$ 22,485</b>
1%	<b>Site Master Planning</b>	<b>\$ 39,500</b>
1%	<b>Programming</b>	<b>\$ 80,000</b>
60%	<b>Marmon Mok (Architecture &amp; Interiors)</b>	<b>\$ 4,003,235</b>
8%	<b>Datum (Structural)</b>	<b>\$ 529,500</b>
7%	<b>Garza (Civil)</b>	<b>\$ 488,982</b>
9%	<b>Cleary Zimmermann (MEP)</b>	<b>\$ 574,800</b>
4%	<b>Coleman (Landscape)</b>	<b>\$ 239,000</b>
2%	<b>Combs (AV, IT, Security)</b>	<b>\$ 118,000</b>
3%	<b>FPCG (Fire Protection)</b>	<b>\$ 178,885</b>
2%	<b>WJE (Building Envelope)</b>	<b>\$ 136,712</b>
3%	<b>FF&amp;E Services</b>	<b>\$ 187,336</b>
1%	<b>Cost Estimating</b>	<b>\$ 48,970</b>

<b>Phase 0 - PRE-DESIGN</b>		<b>\$ 186,815</b>	3%
	Tree & Topographic Surveys	\$ 29,830	
	Flood Study	\$ 15,000	
	Geotechnical/ Geological Assessment	\$ 22,485	
	Site Master Planning	\$ 39,500	
	Programming	\$ 80,000	

<b>Phase I - SCHEMATIC DESIGN</b>	<b>\$ 681,460</b>	<b>10%</b>
Marmon Mok (Architecture & Interiors)	\$ 400,323	
Datum (Structural)	\$ 52,950	
Garza (Civil)	\$ 88,982	
Cleary Zimmermann (MEP)	\$ 57,480	
Coleman (Landscape)	\$ 23,900	
Combs (AV, IT, Security)	\$ 11,800	
FPCG (Fire Protection)	\$ 17,889	
WJE (Building Envelope)	\$ 13,671	
FF&E Services	\$ -	
Cost Estimating	\$ 14,465	
<b>Phase II - DESIGN DEVELOPMENT</b>	<b>\$ 1,292,867</b>	<b>19%</b>
Marmon Mok (Architecture & Interiors)	\$ 800,647	
Datum (Structural)	\$ 105,900	
Garza (Civil)	\$ 62,500	
Cleary Zimmermann (MEP)	\$ 114,960	
Coleman (Landscape)	\$ 47,800	
Combs (AV, IT, Security)	\$ 23,600	
FPCG (Fire Protection)	\$ 35,777	
WJE (Building Envelope)	\$ 27,342	
FF&E Services	\$ 56,201	
Cost Estimating	\$ 18,140	
<b>Phase III - CONSTRUCTION DOCUMENTS</b>	<b>\$ 2,341,845</b>	<b>35%</b>
Marmon Mok (Architecture & Interiors)	\$ 1,401,132	
Datum (Structural)	\$ 185,325	
Garza (Civil)	\$ 227,500	
Cleary Zimmermann (MEP)	\$ 201,180	
Coleman (Landscape)	\$ 83,650	
Combs (AV, IT, Security)	\$ 41,300	
FPCG (Fire Protection)	\$ 62,610	
WJE (Building Envelope)	\$ 47,849	
FF&E Services	\$ 74,934	
Cost Estimating	\$ 16,365	

<b>Phase IV - REGULATORY REVIEW AND PERMITS</b>	<b>\$ 294,007</b>	<b>4%</b>
Marmon Mok (Architecture & Interiors)	\$ 200,162	
Datum (Structural)	\$ 26,475	
Garza (Civil)	\$ 5,000	
Cleary Zimmermann (MEP)	\$ 28,740	
Coleman (Landscape)	\$ 11,950	
Combs (AV, IT, Security)	\$ 5,900	
FPCG (Fire Protection)	\$ 8,944	
WJE (Building Envelope)	\$ 6,836	
FF&E Services	\$ -	
Cost Estimating	\$ -	
<b>Phase V - BIDDING, AWARD, AND EXECUTION</b>	<b>\$ 303,374</b>	<b>5%</b>
Marmon Mok (Architecture & Interiors)	\$ 200,162	
Datum (Structural)	\$ 26,475	
Garza (Civil)	\$ 5,000	
Cleary Zimmermann (MEP)	\$ 28,740	
Coleman (Landscape)	\$ 11,950	
Combs (AV, IT, Security)	\$ 5,900	
FPCG (Fire Protection)	\$ 8,944	
WJE (Building Envelope)	\$ 6,836	
FF&E Services	\$ 9,367	
Cost Estimating	\$ -	
<b>Phase VI - CONSTRUCTION ADMINISTRATION</b>	<b>\$ 1,288,493</b>	<b>19%</b>
Marmon Mok (Architecture & Interiors)	\$ 800,647	
Datum (Structural)	\$ 105,900	
Garza (Civil)	\$ 95,000	
Cleary Zimmermann (MEP)	\$ 114,960	
Coleman (Landscape)	\$ 47,800	
Combs (AV, IT, Security)	\$ 23,600	
FPCG (Fire Protection)	\$ 35,777	
WJE (Building Envelope)	\$ 27,342	
FF&E Services	\$ 37,467	
Cost Estimating	\$ -	

<b>Phase VII - PROJECT CLOSE-OUT</b>	<b>\$ 303,374</b>	<b>5%</b>
Marmon Mok (Architecture & Interiors)	\$ 200,162	
Datum (Structural)	\$ 26,475	
Garza (Civil)	\$ 5,000	
Cleary Zimmermann (MEP)	\$ 28,740	
Coleman (Landscape)	\$ 11,950	
Combs (AV, IT, Security)	\$ 5,900	
FPCG (Fire Protection)	\$ 8,944	
WJE (Building Envelope)	\$ 6,836	
FF&E Services	\$ 9,367	
Cost Estimating	\$ -	

## EXHIBIT C

### PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **One Thousand, Five Hundred Eighty-Eight (1,588) calendar days** from date of the Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates. Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date 06/28/22

#### **Phase 0 - PRE-DESIGN**

---

Reports, Studies, & Programming deliverables	03/02/23
County written authorization to proceed to next phase	06/13/23

#### **Phase I - SCHEMATIC DESIGN**

---

50% SD Plans, Specifications and Estimate deliverables	07/31/23
100% SD Plans, Specifications and Estimate deliverables	09/11/23
County written authorization to proceed to next phase	10/02/23

#### **Phase II - DESIGN DEVELOPMENT**

---

50% DD Plans, Specifications and Estimate deliverables	11/10/23
100% DD Plans, Specifications and Estimate deliverables	01/08/24
County written authorization to proceed to next phase	01/29/24

#### **Phase III - CONSTRUCTION DOCUMENTS**

---

Early Site Development Package	02/19/24
30% CD Plans, Specifications and Estimate deliverables	03/11/24
Early Foundation Package	03/11/24
60% CD Plans, Specifications and Estimate deliverables	04/22/24
90% CD Plans, Specifications and Estimate deliverables	06/03/24

100% CD Plans, Specifications and Estimate deliverables	07/01/24
County written authorization to proceed to next phase	07/22/24

**Phase IV - REGULATORY REVIEW AND PERMITS**

---

Plans submittal to TDLR and Permit application submittal to City	07/22/24
Guaranteed maximum Price 1 (GMP 1) Approval by Commissioners	07/26/24
Construction Permits received from City	08/23/24

**Phase V - BIDDING, AWARD, AND EXECUTION**

---

Permitted Plans and Specifications and Estimate deliverables to County	08/23/24
Guaranteed Maximum Price 2 (GMP 2) Approval by Commissioners	08/30/24

**Phase VI - CONSTRUCTION ADMINISTRATION\***

---

Contractor Notice to Proceed	09/02/24
Construction Substantial Completion	08/31/26

**Phase VII - PROJECT CLOSE-OUT**

---

Record Documents deliverables	09/25/26
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All services shall be complete on, or before:	<b>11/02/26</b>
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**Commissioners Court - Regular Session**

46.

**Meeting Date:** 06/06/2023

CTTC Winter Storm Repairs (P565) - The Roof Co - CO 4

**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 The Roof Company, Waco, Change Order No. 4 for the CTTC Winter Storm Repairs project (P565) This is a time-only change. New final completion will be September 22, 2023. Funding Source is P565.

**Background**

This change order is for additional time required to complete the project. Department point of contact is Dale Butler, Facilities Management Senior Director. On March 6, 2018, the Williamson County Commissioners Court approved Williamson County Facilities Director, Dale Butler, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court. Funding source is P574.

**Fiscal Impact**

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

G2 CO4

**Form Review**

**Inbox**

Hal Hawes  
 Facilities Management (Originator)  
 Hal Hawes  
 County Judge Exec Asst.  
 Facilities Management (Originator)  
 Form Started By: Wendy Danzo  
 Final Approval Date: 05/31/2023

**Reviewed By**

Hal Hawes  
 Wendy Danzo  
 Hal Hawes  
 Becky Pruitt  
 Wendy Danzo

**Date**

05/30/2023 04:22 PM  
 05/31/2023 10:19 AM  
 05/31/2023 10:23 AM  
 05/31/2023 12:21 PM  
 05/31/2023 03:18 PM  
 Started On: 05/30/2023 04:03 PM

# Change Order

No. 4

Date of Issuance: 5/24/23

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

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

Description:

Time Extension

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

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
Original Contract Price:  \$ <u>776,103.37</u>	Original Contract Times: <u>June 2nd, 2021</u>  Substantial completion (days or date): _____ Final Completion (days or date): _____
Contract Price prior to this Change Order:  \$ <u>\$1,726,322.52</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>1/27/2023</u> Final Completion (days or date): <u>2/26/2023</u>
<b>Increase/Decrease</b> of Contract Price under this Change Order:  \$ <u>0</u>	<b>Increase/Decrease</b> of days under this Change Order: <u>90</u>  Substantial completion (days or date): <u>8/22/2023</u> Final Completion (days or date): <u>9/22/2023</u>
Contract Price incorporating this Change Order:  \$ <u>1,726,322.52</u>	Contract Times with all approved Change Orders:  Substantial completion (days or date): <u>8/22/2023</u> Final Completion (days or date): <u>9/22/2023</u>

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

Recommended:

Project Architect/Engineer

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

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

Date: \_\_\_\_\_, 20\_\_\_\_

Accepted:

Contactor

By: Austin Montgomery

Signature: *Austin Montgomery*

Date: *May 24*, 20*23*

Accepted:

Owner:

By: *Dale Butler*

Signature: *[Signature]*

Date: *5/31*, 20*23*

**Commissioners Court - Regular Session**

47.

**Meeting Date:** 06/06/2023

Diamond 2586 WA1 SA6 On Call Surveying

**Submitted For:** Robert Daigh

**Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 6 to Work Authorization No 1 under Williamson County Contract between Diamond Surveying and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. This supplemental is to extend the expiration date to December 31, 2025 and increase the maximum amount payable to \$240,000.00. Funding source: 01.0200.0210.004150.

**Background**

**Fiscal Impact**

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

Diamond 2586 WA1 SA6 On Call Surveying

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 05/24/2023

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

05/23/2023 04:58 PM

05/24/2023 10:14 AM

Started On: 05/23/2023 01:45 PM

**SUPPLEMENTAL WORK AUTHORIZATION NO.   6**  
**TO**  
**WORK AUTHORIZATION NO.   1**

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

This Supplemental Work Authorization No.   6   to Work Authorization No.   1   is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **May 19, 2020** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No.   1   dated effective **May 19, 2020** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The maximum amount payable for services under the Work Authorization is hereby increased from **\$220,000.00** to **\$240,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).
- II. The above referenced Work Authorization termination date shall be modified to **December 31, 2025**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal

year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

**IN WITNESS WHEREOF**, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

**FIRM: Diamond Surveying, Inc.**

**COUNTY: Williamson County**

By: Shane Shafer  
Signature

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

Shane Shafer  
Printed Name

Bill Gravell, Jr.  
Printed Name

President  
Title

County Judge  
Title

May 23, 2023  
Date

\_\_\_\_\_  
Date

## Attachment C - Work Schedule

Diamond Surveying will provide a work schedule for the assigned tasks.

**Commissioners Court - Regular Session**

48.

**Meeting Date:** 06/06/2023

Final plat for the Star Ranch Commercial Block C Lots 4 & 5 subdivision – Pct 4

**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 approval of the final plat for the Star Ranch Commercial, Block C, Lots 4 & 5 subdivision – Precinct 4.

**Background**

This subdivision consists of 2 commercial lots and no new roads on 3.156 acres.

**Timeline**

- 2022-10-03 – initial submittal of the final plat
- 2022-11-02 - 1st review complete with comments
- 2023-02-07 – 2nd submittal of final plat
- 2023-02-22 – 2nd review complete with comments
- 2023-04-19 – 3rd submittal of final plat
- 2023-04-19 – 3rd review complete with comments
- 2023-05-30 – 4th submittal of final plat with signatures
- 2023-05-30 – 4th review complete with comment clear
- 2023-06-01 – final plat placed on the June 6, 2023 Commissioners Court agenda for consideration

**Fiscal Impact**

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

final plat - Star Ranch Commercial Bock C Lot 4 & 5

**Form Review**

**Inbox**

County Judge Exec Asst.  
 Form Started By: Adam Boatright  
 Final Approval Date: 06/01/2023

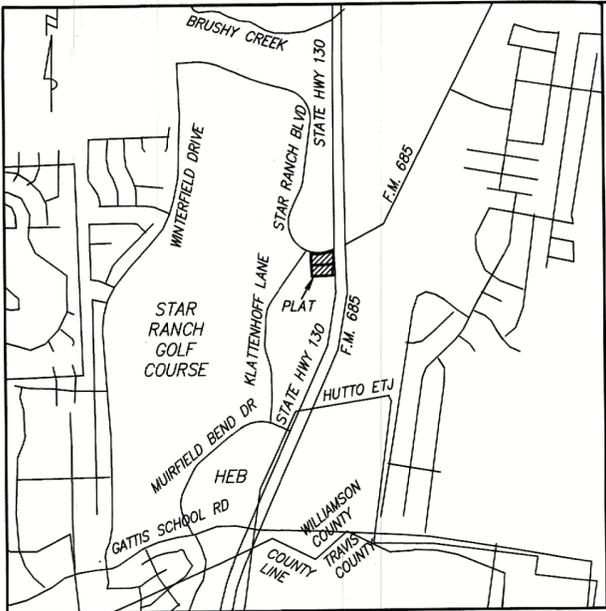
**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 11:44 AM  
 Started On: 06/01/2023 11:36 AM

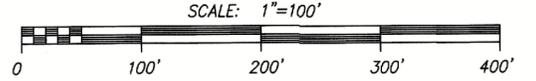
# FINAL PLAT OF STAR RANCH COMMERCIAL BLOCK C LOTS 4 AND 5 WILLIAMSON COUNTY, TEXAS



LOCATION MAP  
SCALE: 1" = 2000'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N71° 49' 09"E	95.17'
L2	S01° 58' 20"E	69.35'
L3	S01° 22' 24"E	157.32'
L4	S01° 17' 59"E	69.26'
L5	S89° 47' 12"W	17.82'
L6	S01° 02' 41"E	100.13'
L7	S89° 01' 17"E	14.91'
L8	S02° 03' 30"W	11.26'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C1	287.56'	540.00'	030°30'41"	N87°06'12"E	284.18'
C2	161.92'	540.00'	017°10'49"	N69°03'03"W	161.31'



- LEGEND:**
- = 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
  - = 1/2" IRON ROD SET WITH "LANDPOINT 10194220" CAP (UNLESS OTHERWISE NOTED)
  - ⊕ = 1/2" IRON ROD FOUND WITH "RJ SURVEYING" CAP
  - ⊖ = UTILITY POLE
  - = DOWN GUY ANCHOR
  - ⊙ = OVERHEAD ELECTRIC
  - ⊙ = MANHOLE WASTEWATER
  - ⊙ = BLOCK NAME
  - = BOUNDARY LINE
  - = ADJOINER LINE
  - - - - = EASEMENT LINE
  - = BUILDING SETBACK LINE
  - 695' = DRAINAGE FLOW LINE
  - = CONTOUR LINE
  - = SIDEWALK REQUIRED

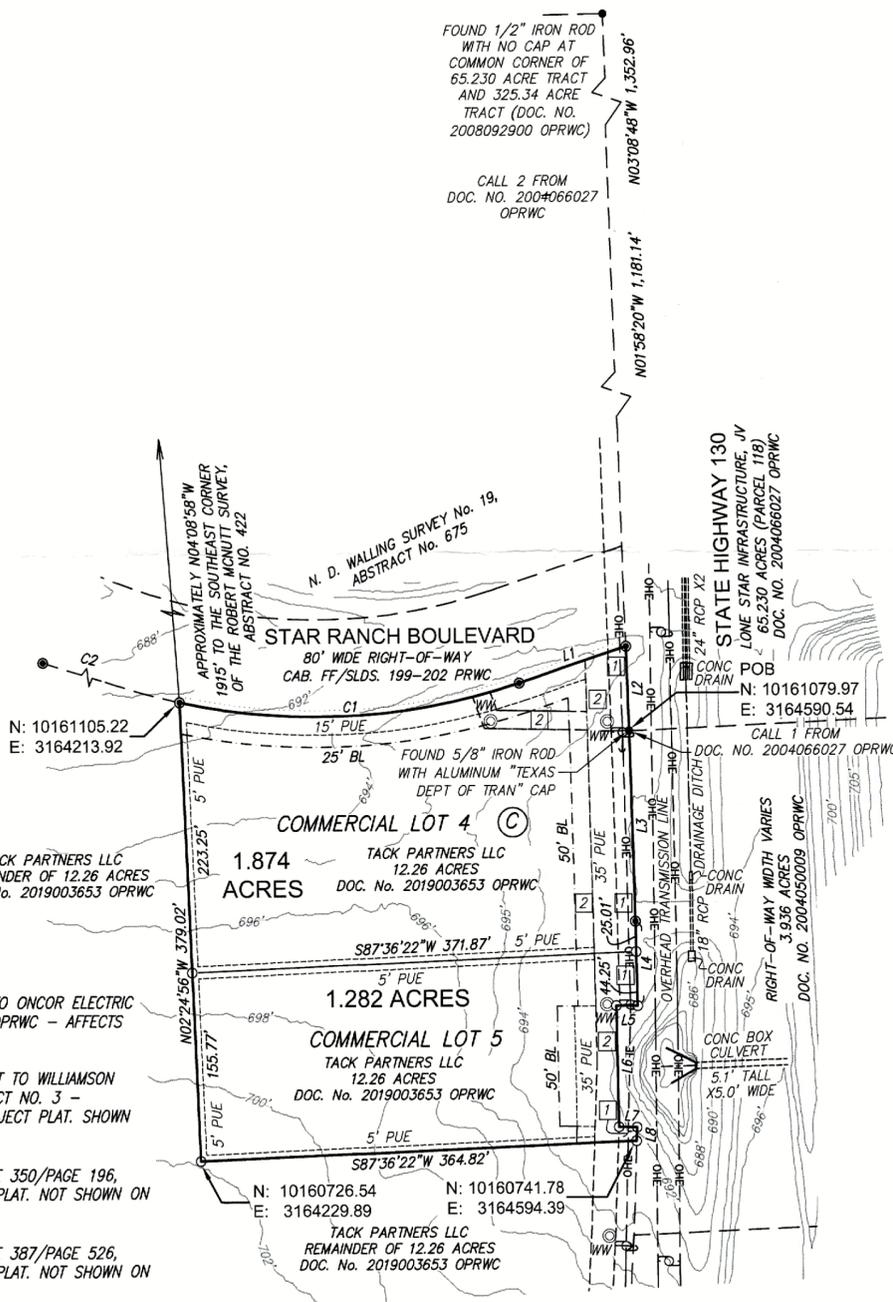
- BL = BUILDING SETBACK LINE
- PUE = PUBLIC UTILITY EASEMENT
- RCP = REINFORCED CONCRETE PIPE
- RJS = RJ SURVEYING
- POB = POINT OF BEGINNING
- ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DRTC = DEED RECORDS OF TRAVIS COUNTY, TEXAS
- RPRTC = REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS

**SITE DATA:**

TOTAL PLAT AREA: 3.156 ACRES  
 LINEAR FEET OF NEW STREETS: 0  
 BLOCKS: 1  
 COMMERCIAL LOTS: 2

**EASEMENT AND ENCUMBRANCE LIST:**

1. 0.20 ACRE (TRACT 1) EASEMENT AND RIGHT-OF-WAY TO ONCOR ELECTRIC DELIVERY COMPANY LLC - DOCUMENT NO. 2008070942 OPRWC - AFFECTS THE SUBJECT PLAT. SHOWN ON PLAT.
2. 0.613 ACRE WATER AND WASTEWATER UTILITY EASEMENT TO WILLIAMSON COUNTY WATER, SEWER, IRRIGATION, AND DRAINAGE DISTRICT NO. 3 - DOCUMENT NO. 2018092889 OPRWC - AFFECTS THE SUBJECT PLAT. SHOWN ON PLAT.
3. TEXAS POWER & LIGHT COMPANY EASEMENT - VOLUME 350/PAGE 196, DRWC - BLANKET EASEMENT. MAY AFFECT THE SUBJECT PLAT. NOT SHOWN ON PLAT.
4. TEXAS POWER & LIGHT COMPANY EASEMENT - VOLUME 387/PAGE 526, DRWC - BLANKET EASEMENT. MAY AFFECT THE SUBJECT PLAT. NOT SHOWN ON PLAT.
5. EASEMENT TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 - VOLUME 424/PAGE 551, DRWC - BLANKET EASEMENT. MAY AFFECT THE SUBJECT PLAT. NOT SHOWN ON PLAT.
6. RIGHT-OF-WAY EASEMENT TO MANVILLE WATER SUPPLY CORPORATION - VOLUME 581/PAGE 641 DRWC, ALSO RECORDED IN VOLUME 10258/PAGE 229 RPRTC - BLANKET EASEMENT. AFFECTS THE SUBJECT PLAT. 15' WIDE EASEMENT BEING CENTERED ON THE WATER LINE AS INSTALLED UNDERGROUND. UNABLE TO LOCATE.
7. RIGHT-OF-WAY EASEMENT TO MANVILLE WATER SUPPLY CORPORATION - VOLUME 5919/PAGE 1855, DRTC - BLANKET EASEMENT. AFFECTS THE SUBJECT PLAT. 15' WIDE EASEMENT BEING CENTERED ON THE WATER LINE AS INSTALLED UNDERGROUND. UNABLE TO LOCATE.
8. TERMS, CONDITIONS AND STIPULATIONS CONTAINED IN POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES EXECUTED BY AND BETWEEN THE STATE OF TEXAS, AND TIMMERMAN FAMILY LIMITED PARTNERSHIP - DOCUMENT NO. 2004050009, OPRWC - AFFECTS THE SUBJECT PLAT. SEE PLAT NOTE NO. 28.
9. TERMS, CONDITIONS AND STIPULATIONS CONTAINED IN POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES EXECUTED BY AND BETWEEN KAY RANCH LIMITED PARTNERSHIP, AND LONE STAR INFRASTRUCTURE, JV - DOCUMENT NO. 2004066027, OPRWC - AFFECTS THE SUBJECT PLAT. SEE PLAT NOTE NO. 29.
10. DECLARATION OF EASEMENTS AND RESTRICTIONS - DOCUMENT NO. 2018092319, OPRWC - AFFECTS THE SUBJECT PLAT. NOT SHOWN ON PLAT.
11. NOTICE OF WITHDRAWAL OF LAND - DOCUMENT NO. 2018092320, OPRWC - AFFECTS THE SUBJECT PLAT. NOT SHOWN ON PLAT.



**LEGAL DESCRIPTION:**

THAT PART OF THE N.D. WALLING SURVEY NO. 19, ABSTRACT NO. 675, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 12.26 ACRE TRACT OF LAND CONVEYED TO TACK PARTNERS LLC BY DEED RECORDED IN DOCUMENT NO. 2019003653 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH AN ALUMINUM "TEXAS DEPT OF TRAN" CAP FOUND ON THE EAST LINE OF SAID 12.26 ACRE TRACT, BEING THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF STATE HIGHWAY 130, BEING THE SOUTHWEST CORNER OF THAT 65.230 ACRE TRACT (PARCEL 118) DESCRIBED IN A POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES FOR STATE HIGHWAY 130 BY LONE STAR INFRASTRUCTURE, JV AND KAY RANCH LIMITED PARTNERSHIP RECORDED IN DOCUMENT NO. 2004066027, OPRWC, BEING THE NORTHWEST CORNER OF THAT 3.936 ACRE TRACT DESCRIBED IN A POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES FOR STATE HIGHWAY 130 BY THE STATE OF TEXAS AND TIMMERMAN FAMILY LIMITED PARTNERSHIP RECORDED IN DOCUMENT NO. 2004050009, OPRWC;

THENCE WITH THE WEST LINE OF SAID 3.936 ACRE TRACT, BEING THE WEST R.O.W. LINE OF SAID STATE HIGHWAY 130, SAME BEING THE EAST LINE OF SAID 12.26 ACRE TRACT, THE FOLLOWING SIX (6) COURSES:

1. S01°22'24"E A DISTANCE OF 157.32 FEET TO A 1/2" IRON ROD WITH A YELLOW "RJ SURVEYING" CAP FOUND; (L3)
2. S01°17'59"E A DISTANCE OF 69.26 FEET TO A 1/2" IRON ROD WITH A YELLOW "RJ SURVEYING" CAP SET FOR A REENTRANT CORNER; (L4)
3. S89°47'12"W A DISTANCE OF 17.82 FEET TO A 1/2" IRON ROD WITH A YELLOW "RJ SURVEYING" CAP SET FOR AN EASTERLY CORNER OF THIS AND WESTERLY INTERIOR CORNER OF SAID R.O.W.; (L5)
4. S01°02'41"E A DISTANCE OF 100.13 FEET TO A 1/2" IRON ROD WITH A YELLOW "RJ SURVEYING" CAP SET FOR AN EASTERLY REENTRANT CORNER OF THIS AND A WESTERLY CORNER OF SAID R.O.W.; (L6)
5. S89°01'17"E A DISTANCE OF 14.91 FEET TO A 1/2" IRON ROD WITH A YELLOW "RJ SURVEYING" CAP SET FOR AN EASTERLY CORNER OF THIS AND A WESTERLY CORNER OF SAID R.O.W.; (L7)
6. S02°03'30"W A DISTANCE OF 11.26 FEET TO A 1/2" IRON ROD WITH A YELLOW "RJ SURVEYING" CAP SET IN THE WEST LINE OF SAID R.O.W., FOR THE SOUTHEASTERLY MOST CORNER HEREOF; (L8)

THENCE ACROSS SAID 12.26 ACRE TRACT THE FOLLOWING TWO (2) COURSES:

1. S87°36'22"W SEVERING SAID 12.26 ACRE TRACT, A DISTANCE OF 364.82 FEET TO A 1/2" IRON ROD WITH A YELLOW "RJ SURVEYING" CAP SET FOR THE SOUTHWEST CORNER HEREOF;
2. N02°24'56"W A DISTANCE OF 379.02 FEET TO A 1/2" IRON ROD WITH A YELLOW "RJ SURVEYING" CAP FOUND AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT ON THE SOUTH R.O.W. LINE OF STAR RANCH BOULEVARD (80-FOOT WIDE PER THE PLAT OF STAR RANCH COMMERCIAL LOT 1 BLOCK D RECORDED IN CABINET FF, SLIDES 199-202 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (PRWC), FOR THE NORTHWEST CORNER HEREOF, FROM WHICH THE SOUTHEAST CORNER OF THE ROBERT MCNUITT SURVEY, ABSTRACT NO. 422 BEARS APPROXIMATELY N04°08'58"W A DISTANCE OF 1,915 FEET, FROM WHICH A 1/2" IRON ROD WITH A YELLOW "RJ SURVEYING" CAP FOUND FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID 12.26 ACRE TRACT BEARS NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, AN ARC LENGTH OF 161.92 FEET, HAVING A RADIUS OF 540.00 FEET, A CENTRAL ANGLE OF 17°10'49" AND A CHORD BEARING N69°03'03"W, 161.31 FEET; (C2)

THENCE WITH THE SOUTH R.O.W. LINE OF SAID STAR RANCH BOULEVARD, SAME BEING THE NORTH LINE OF SAID 12.26 ACRE TRACT THE FOLLOWING TWO (2) COURSES:

1. NORTHEASTERLY ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 287.56 FEET, HAVING A RADIUS OF 540.00 FEET, A CENTRAL ANGLE OF 30°30'41" AND A CHORD BEARING N87°06'12"E, 284.18 FEET TO A 1/2" IRON ROD WITH A YELLOW "RJ SURVEYING" CAP FOUND; (C1)
  2. N71°49'09"E A DISTANCE OF 95.17 FEET (L1) TO A 1/2" IRON ROD WITH A YELLOW "RJ SURVEYING" CAP FOUND FOR THE NORTHEAST CORNER OF SAID 12.26 ACRE TRACT AND THE NORTHEAST CORNER HEREOF, ON THE WEST LINE OF SAID 65.230 ACRE TRACT, BEING THE WEST R.O.W. LINE OF SAID STATE HIGHWAY 130, FROM WHICH A 1/2" IRON ROD FOUND AT THE COMMON CORNER OF SAID 65.230 ACRE TRACT AND THAT 325.34 ACRE TRACT CONVEYED TO TACK DEVELOPMENT, LTD. BY DEED RECORDED IN DOCUMENT NO. 2008092900, OPRWC BEARS THE FOLLOWING TWO COURSES: N01°58'20"W A DISTANCE OF 1,181.14 FEET AND N03°08'48"W A DISTANCE OF 1,352.96 FEET;
- THENCE WITH THE EAST LINE OF SAID 12.26 ACRE TRACT, SAME BEING THE WEST LINE OF SAID 65.230 ACRE TRACT AND THE WEST R.O.W. LINE OF SAID STATE HIGHWAY 130, S01°58'20"E A DISTANCE OF 69.35 FEET TO THE SAID POINT OF BEGINNING. (L2)

CONTAINING 3.156 ACRES OF LAND, MORE OR LESS.  
 ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203) NA2011 EPOCH 2010.00. ALL DISTANCES SHOWN HEREOF ARE GRID DISTANCES.  
 WILLIAMSON CENTRAL APPRAISAL DISTRICT REFERENCE NUMBERS R494039, R435615 AND R449836.

SURVEY: N.D. WALLING SURVEY NO. 19, ABSTRACT NO. 675  
 DATE: SEPTEMBER 14 2022 SCALE: 1"=100'

**OWNER/DEVELOPER:**

TACK PARTNERS LLC  
 TIMOTHY TIMMERMAN, PRESIDENT  
 230 KLATTENHOFF LANE, SUITE 100  
 HUTTO, TEXAS 78634

**WA CIVIL, LLC**

350 N. COLLEGIATE DR., PARIS, TEXAS, 75460  
 (903) 272-5231

F-16482

**LANDPOINT**

4100 INTERNATIONAL PLAZA, SUITE 240  
 FORT WORTH, TEXAS 76109

FINAL PLAT OF  
STAR RANCH COMMERCIAL BLOCK C LOTS 4 AND 5  
WILLIAMSON COUNTY, TEXAS

- 1. THIS SUBDIVISION IS WHOLLY CONTAINED WITH THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF HUTTO, TEXAS.
- 2. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- 3. BUILDING SETBACK LINES SHALL CONFORM TO THE APPLICABLE DEVELOPMENT AGREEMENT.
- 4. A 35' PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO STATE HIGHWAY 130.
- 5. A 15' PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO STAR RANCH BOULEVARD.
- 6. A 5' PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
- 7. A 5' PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES.
- 8. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
- 9. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
- 10. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE APPLICABLE DEVELOPMENT AGREEMENT.
- 11. SIDEWALKS SHALL BE CONSTRUCTED ON THE SUBDIVISION SIDE OF ALL STREETS BOUNDING THIS SUBDIVISION. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS. SIDEWALKS MUST BE INSTALLED ON BOTH SIDES OF ALL PUBLIC STREETS, EXCEPT LIMITED ACCESS HIGHWAYS AND LOOP LANES. SIDEWALKS MUST BE PLACED INSIDE THE PUBLIC RIGHT-OF-WAY AS CLOSE TO THE OUTER EDGE OF THE RIGHT-OF-WAY AS POSSIBLE, TO PROVIDE A TREE LAWN AT LEAST 5 FT. DEEP. SIDEWALKS MAY BE PLACED IN AN ACCESS EASEMENT ON PRIVATE PROPERTY, FOR A DEEPER TREE LAWN. SIDEWALKS MAY MEANDER TO AVOID TREES, UTILITY POLES AND BOXES, AND OTHER OBSTACLES; AND FOR AESTHETICS.
- 12. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NO. 3 AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NO. 3 ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
- 13. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
- 14. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE OF THE PERIMETER OF THE BUILDING OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION, WHICHEVER IS HIGHER.
- 15. THESE LOTS ARE RESTRICTED TO COMMERCIAL USE, UNLESS OTHERWISE INDICATED.
- 16. UTILITY PROVIDERS: WATER AND WASTEWATER - WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NO. 3; GAS - ATMOS; AND ELECTRIC - ONCOR.
- 17. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, GENERALLY ACCEPTED ENGINEERING STANDARDS, AND THE DEVELOPMENT AGREEMENT.
- 18. NO PORTION OF THIS TRACT IS ENCRONOACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0515F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
- 19. THIS SUBDIVISION IS LOCATED WITHIN THE AREA ZONED GATEWAY OVERLAY DISTRICT (G).
- 20. THIS PLAT LIES WITHIN THE BOUNDARIES OF WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NO. 3. DEVELOPMENT WITHIN DISTRICT EASEMENTS OR DISTRICT PROPERTY SHALL REQUIRE DISTRICT APPROVAL PRIOR TO CONSTRUCTION.
- 21. THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF EASEMENTS AND RESTRICTIONS AS RECORDED IN DOCUMENT NUMBER 2018092319 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND THE NOTICE OF WITHDRAWAL OF LAND RECORDED IN DOCUMENT NO. 2018092320 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- 22. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- 23. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
- 24. ON-SITE STORMWATER DETENTION FACILITIES WILL BE DESIGNED IN ACCORDANCE WITH THE CITY OF ROUND ROCK DRAINAGE CRITERIA MANUAL.
- 25. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
- 26. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NO. 3. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER, PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.
- 27. PER THE CONTROL OF ACCESS CLAUSE CONTAINED IN THE POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES RECORDED IN DOCUMENT NO. 2004050009 OPRWC: A. ACCESS TO AND FROM GRANTOR'S REMAINING PROPERTY TO THE SERVICE/ACCESS ROAD WILL BE PERMITTED AS FOLLOWS: ACCESS WILL BE PERMITTED TO THE REMAINDER ABUTTING THE HIGHWAY FACILITY OF THE FOREGOING PROPERTY DESCRIPTION. B. ACCESS TO AND FROM THE GRANTOR'S REMAINING PROPERTY TO THE SERVICE/ACCESS ROAD WILL BE DENIED AS FOLLOWS: ACCESS WILL NOT BE DENIED TO THE REMAINDER ABUTTING THE HIGHWAY FACILITY OF THE FOREGOING PROPERTY DESCRIPTION. C. ACCESS TO AND FROM GRANTOR'S REMAINING PROPERTY TO THE MAIN TRAFFIC LANES OF THE HIGHWAY FACILITY WILL BE DENIED.
- 28. PER THE CONTROL OF ACCESS CLAUSE CONTAINED IN THE POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES RECORDED IN DOCUMENT NO. 2004066027 OPRWC: A. ACCESS TO AND FROM GRANTOR'S REMAINING PROPERTY TO THE SERVICE/ACCESS ROAD WILL BE PERMITTED AS FOLLOWS: ACCESS WILL BE PERMITTED TO THE WEST REMAINDER ABUTTING THE HIGHWAY FACILITY FROM THE BEGINNING OF CALL 1 TO A POINT LOCATED N03°09'00"W, A DISTANCE OF 180 FEET FROM THE BEGINNING OF CALL 2, AND ALSO FROM A POINT LOCATED N03°09'00"W, A DISTANCE OF 1110 FEET FROM THE BEGINNING OF CALL 2, TO THE END OF CALL 4, OF THE FOREGOING PROPERTY DESCRIPTION. (ONLY PORTION ADJOINING THE SUBJECT PROPERTY SHOWN ON SURVEY) C. ACCESS TO AND FROM GRANTOR'S REMAINING PROPERTY TO THE MAIN TRAFFIC LANES OF THE HIGHWAY FACILITY WILL BE DENIED.
- 29. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203) NA2011 EPOCH 2010.00 AND WERE DERIVED USING LEICA'S SMARTNET NORTH AMERICA REFERENCE NETWORK TXGEOID12B-GRS80 NAD83. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.
- 30. ALL ELEVATIONS SHOWN HEREON ARE BASED ON LEICA'S SMARTNET NORTH AMERICA REFERENCE NETWORK TXGEOID12B-GRS80 (NAVD '88).
- 31. ACCORDING TO THE WILLIAMSON CENTRAL APPRAISAL DISTRICT INFORMATION AVAILABLE FOR PROPERTY R494039, A PORTION OF THE SUBJECT TRACT LIES WITHIN THE BOUNDARIES OF THE WILLIAMSON COUNTY MUNICIPAL DISTRICT NO. 22.
- 32. TREES SHALL BE INSTALLED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION, IN CONFORMANCE WITH THE APPLICABLE DEVELOPMENT AGREEMENT, AS AMENDED.
- 33. CONTOURS DERIVED FROM TEXAS NATURAL RESOURCES INFORMATION SYTEM (TNRIS) DATA.
- 34. EMERGENCY ACCESS EASEMENTS SHALL BE DEFINED BY THE LOCAL FIRE CODE AS AMENDED. EMERGENCY ACCESS EASEMENTS SHALL NOT BE DIVIDED BY LOT LINES.

STATE OF TEXAS  
KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF WILLIAMSON

WE, TACK PARTNERS LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019003653 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE CITY OF HUTTO AND WILLIAMSON COUNTY THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO AND WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS STAR RANCH COMMERCIAL BLOCK C LOTS 4 AND 5.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 9<sup>TH</sup> DAY OF May, 2023.

TACK PARTNERS LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: [Signature]  
TIMOTHY TIMMERMAN, PRESIDENT  
TACK PARTNERS LLC  
230 KLATTENHOFF LANE, SUITE 100  
HUTTO, TEXAS 78634

STATE OF TEXAS  
COUNTY OF WILLIAMSON

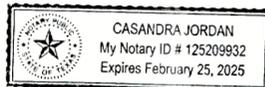
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TIMOTHY TIMMERMAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 9 DAY OF May, 2023 A.D.

BY: [Signature]  
CASANDRA JORDAN  
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Cassandra Jordan

MY COMMISSION EXPIRES: 2/25/25



STATE OF TEXAS  
KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF WILLIAMSON

I, ROBERT GLEN MALOYS, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6028, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS, THIS 24<sup>TH</sup> DAY OF April, 2023.

BY: [Signature]  
ROBERT GLEN MALOY  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6028  
STATE OF TEXAS

LANDPOINT  
4100 INTERNATIONAL PLAZA, SUITE 240  
FORT WORTH, TEXAS 76109  
PHONE (817) 554-1805  
FIRM NO. 10194220



STATE OF TEXAS  
KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF WILLIAMSON

I, LARRY H. WALKER, LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS, THIS 26<sup>TH</sup> DAY OF April, 2023.

BY: [Signature]  
LARRY H. WALKER  
LICENSED PROFESSIONAL ENGINEER No. 101315  
STATE OF TEXAS

WA CIVIL, LLC  
350 N. COLLEGIATE DR.  
PARIS, TX 75460  
FIRM NO. 16482



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 24 DAY OF May, 2023.

BY: [Signature]  
WILLIAMSON COUNTY ADDRESSING COORDINATOR  
Cindy Bridges

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO PLANNING AND ZONING COMMISSION ON THE 4 DAY OF April, 2023.

BY: [Signature]  
RICHARD HUDSON, CHAIR DATE 05-16-2023

THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF HUTTO, THIS THE 16 DAY OF May, 2023.

BY: [Signature]  
ASHLEY BAILEY, DEVELOPMENT SERVICES DIRECTOR DATE 05-16-2023

STATE OF TEXAS  
KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF WILLIAMSON

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

BY: [Signature]  
BILL GRAVELL JR., COUNTY JUDGE DATE  
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS  
KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_M., AND DULY RECORDED THIS THE DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D., AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. \_\_\_\_\_.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT  
OF WILLIAMSON COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

DATE: SEPTEMBER 14, 2022

WA CIVIL, LLC  
350 N. COLLEGIATE DR., PARIS, TEXAS, 75460  
(903) 272-5231 F-16482  
**LANDPOINT**  
4100 INTERNATIONAL PLAZA, SUITE 240  
FORT WORTH, TEXAS 76109  
F-10194220

**Commissioners Court - Regular Session**

49.

**Meeting Date:** 06/06/2023

Preliminary plat for the Timber Ranch subdivision – 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 ratifying and approving the preliminary plat for the Timber Ranch subdivision – Precinct 3.

**Background**

This proposed subdivision consists of 3 lots and no new roads on 9.877 acres. Pursuant to the Commissioners Court action taken September 10, 2019, the County Engineer has approved this preliminary plat in order to meet the review timelines set forth in House Bill 3167.

**Timeline**

- 2023-01-26 – initial submittal of the preliminary plat
- 2023-02-24 – 1st review complete with comments
- 2023-03-23 – 2nd submittal of preliminary plat
- 2023-04-06 – 2nd review complete with comments
- 2023-04-26 – 3rd submittal of preliminary plat
- 2023-05-10 – 3rd review complete with comments
- 2023-05-10 – 4th submittal of preliminary plat
- 2023-05-17 – 4th review complete with comments clear
- 2023-05-25 – County Engineer approval letter sent
- 2023-06-01 – preliminary plat placed on the June 6, 2023 Commissioners Court agenda for consideration

**Fiscal Impact**

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

preliminary plat - Timber Ranch

**Form Review**

**Inbox**

County Judge Exec Asst.  
 Form Started By: Adam Boatright  
 Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 11:45 AM  
 Started On: 06/01/2023 11:39 AM

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_;

I, KLM CUSTOM HOMES, LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2022012391 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "TIMBER RANCH" SUBDIVISION.

TO CERTIFY WHICH, WITNESS MY HAND, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2023

\_\_\_\_\_  
KLM CUSTOM HOMES – OWNER  
MATT JONES – AUTHORIZED AGENT

STATE OF TEXAS:  
COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MATT JONES, KNOWN BY ME AN OFFICER OF KLM CUSTOM HOMES, LLC., AND ACKNOWLEDGED TO ME THAT THE FOREGOING WAS EXECUTED AS THE ACT OF KLM CUSTOM HOMES, LLC., IN THE CAPACITY AND FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2023.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS:  
COUNTY OF WILLIAMSON:

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

\_\_\_\_\_  
J. TERRON EVERTSON, PE, DR, CFM  
COUNTY ENGINEER

\_\_\_\_\_  
DATE

STATE OF TEXAS:  
COUNTY OF BURNET:

KNOWN ALL MEN BY THESE PRESENT, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE SAN SABA COUNTY SUBDIVISION REGULATIONS AND I FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

\_\_\_\_\_  
DANNY J. STARK  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5602

\_\_\_\_\_  
DATE

STATE OF TEXAS:  
COUNTY OF WILLIAMSON:

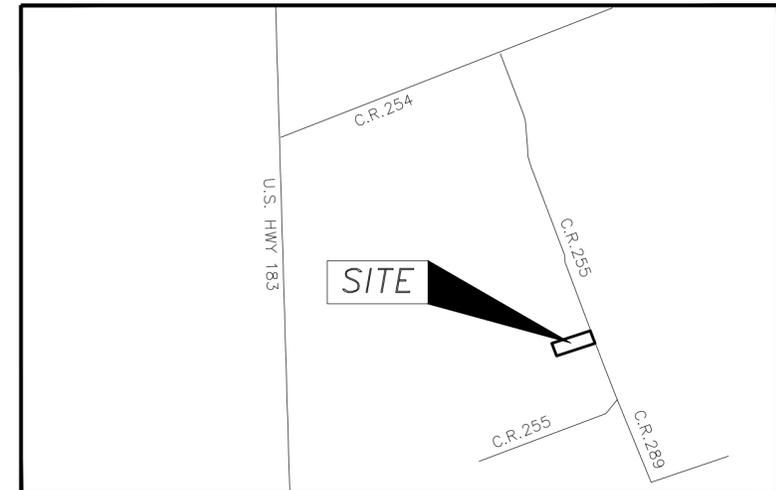
ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, A.D.

\_\_\_\_\_  
WILLIAMSON COUNTY ADDRESSING COORDINATOR

\_\_\_\_\_  
DATE

NOTES:

- SUBJECT PROPERTY IS LOCATED WITHIN ZONE X (AREAS OUTSIDE THE 100 YR FLOOD) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M., MAP NO. 48491C0275E, EFFECTIVE 9/26/2008.
- THIS PLAT WAS PREPARED IN COMPLIANCE WITH THE WILLIAMSON COUNTY SUBDIVISION RULES AND REGULATIONS ALONG WITH THE WILLIAMSON COUNTY LONG RANGE TRANSPORTATION PLAN.
- THERE ARE 3 NEW RESIDENTIAL LOTS WITHIN THIS PRIVATE SUBDIVISION.
- ALL ROADS WITHIN THIS SUBDIVISION ARE DESIGNATED AS PRIVATE AND ARE HEREBY DEDICATED TO THE HOMEOWNERS ASSOCIATION.
- BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS LAMBERT GRID, CENTRAL ZONE, NAD83.
- NO LOTS WITHIN THIS SUBDIVISION SHALL BE RE-SUBDIVIDED.
- DISTANCES AS SHOWN HEREON ARE GRID VALUES. FOR SURFACE CONVERSION, USE SCALE FACTOR OF 1.00015328.
- THIS SUBDIVISION IS A RESIDENTIAL DEVELOPMENT.
- MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
- WATER SERVICE IS PROVIDED BY THE CITY OF GEORGETOWN.
- SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
- THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THERE LOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
- THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
- THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
- EVERY DEED WITHIN THIS SUBDIVISION SHALL CONTAIN NOTICE THAT ALL ROADS WITHIN THIS SUBDIVISION ARE PRIVATE. WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS UNLESS THEY MEET THE COUNTY STANDARDS IN EFFECT ON THE DATE OF ACCEPTANCE.
- THIS SUBDIVISION IS DESIGNED TO ALLOW NATURAL DRAINAGE PATTERNS TO SHEET FLOW ACROSS PROPERTIES AND ROADWAYS. PROPERTY GRADING SHALL DIRECT WATER AWAY FROM THE STRUCTURAL FOUNDATION, INCLUDING STORMWATER THAT ORIGINATES ACROSS ROADWAYS. IT IS THE PROPERTY OWNERS RESPONSIBILITY TO ENSURE THAT TOP OF GRASS OR OTHER LANDSCAPING ALONG RIBBON CURB, ON THE DOWNSLOPE SIDE OF THE ROADWAY, DOES NOT OBSTRUCT OR REDIRECT FLOW WITHIN THE RIGHT-OF-WAY.
- DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
- LOTS 1, 2 AND 3 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
- DRIVEWAYS FOR LOTS 1 AND 2 SHALL CONNECT ONLY TO THE 30' ACCESS EASEMENT AND NOT TO COUNTY ROAD 255.
- ENTRANCE TO THIS SUBDIVISION LINES UP WITH LOST SPRING LANE.
- NO LOT IN THIS SUBDIVISION IS ENCLOSED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. [48491C0275E], EFFECTIVE DATE 9/26/2008 FOR WILLIAMSON COUNTY, TEXAS.



VICINITY MAP  
NOT TO SCALE

STATE OF TEXAS:  
COUNTY OF WILLIAMSON:

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

\_\_\_\_\_  
BILL GRAVELL, JR.  
WILLIAMSON COUNTY, TEXAS

\_\_\_\_\_  
DATE

STATE OF TEXAS:  
COUNTY OF WILLIAMSON:

I, NANCY E. RISER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 A.D., AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., AND DULY RECORDED THIS THE DAY OF \_\_\_\_\_, 2023 A.D., AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M, IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT \_\_\_\_\_.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY. AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

\_\_\_\_\_  
COUNTY CLERK

\_\_\_\_\_  
WILLIAMSON COUNTY, TEXAS

FIELD NOTES:

BEING A 9.877 ACRE TRACT OF LAND OUT OF THE JAMES NORTHROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS AND BEING THE SAME TRACT OF LAND DESCRIBED TO KLM CUSTOM HOMES, LLC., IN GENERAL WARRANTY DEED DATED JANUARY 24, 2022 AND BEING RECORDED IN DOCUMENT NO. 2022012391 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 9.877 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIN FOUND ALONG THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 255, THE SOUTHEAST CORNER OF A 9.878 ACRE TRACT OF LAND DESCRIBED TO GEORGE M. SHANKS, JR. IN DOCUMENT NO. 0017613829 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE NORTHEAST CORNER OF SAID 9.877 ACRE TRACT OF LAND, AND HEREOF, THENCE, SOUTH 20°32'29" EAST, ALONG THE WESTERLY RIGHT OF WAY OF SAID COUNTY ROAD 255, THE EASTERLY LINE OF SAID 9.877 ACRE TRACT OF LAND, AND HEREOF, A DISTANCE OF 379.10 FEET TO A 1/2" IRON PIPE ALONG THE WESTERLY RIGHT OF WAY OF SAID COUNTY ROAD 255, THE NORTHEAST CORNER OF LOT 8, POWDERHORN SUBDIVISION, AS RECORDED IN CABINET H, SLIDE 163 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, THE SOUTHEAST CORNER OF SAID 9.877 ACRE TRACT OF LAND, AND HEREOF; THENCE, SOUTH 71°59'52" WEST, ALONG THE NORTHERLY LINE OF LOTS 5, 6, 7, AND 8 OF SAID POWDERHORN SUBDIVISION, THE NORTHERLY LINE OF THE REMAINDER OF A CALLED 9.872 ACRE TRACT OF LAND DESCRIBED TO WILLIAM KOLAKOWSKI IN VOLUME 1123, PAGE 913 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, THE SOUTHERLY LINE OF SAID 9.877 ACRE TRACT OF LAND, AND HEREOF, A DISTANCE OF 1136.23 FEET TO A 1/2" IRON PIN FOUND ALONG THE EASTERLY LINE OF LOT 26, FARRIS RANCH EAST, AS RECORDED IN CABINET L, SLIDE 140 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AT THE NORTHWEST CORNER OF SAID 9.872 ACRE TRACT OF LAND, AT THE SOUTHWEST CORNER OF SAID 9.877 ACRE TRACT OF LAND, AND HEREOF; THENCE, NORTH 20°30'26" WEST, ALONG THE EASTERLY LINE OF LOTS 24, 25, AND 26 OF SAID FARRIS RANCH EAST, THE EASTERLY LINE OF SAID 9.877 ACRE TRACT OF LAND, AND HEREOF, A DISTANCE OF 378.99 FEET TO A 1/2" IRON PIPE AT ALONG THE EASTERLY LINE OF SAID LOT 24, FARRIS RANCH EAST, THE SOUTHWEST CORNER OF SAID 9.878 ACRE TRACT OF LAND, THE NORTHWEST CORNER OF SAID 9.877 ACRE TRACT OF LAND, AND HEREOF; THENCE, NORTH 71°59'34" EAST, WITH THE SOUTHERLY LINE OF SAID 9.878 ACRE TRACT OF LAND, THE NORTHERLY LINE OF SAID 9.877 ACRE TRACT OF LAND, AND HEREOF, A DISTANCE OF 1136.00 FEET TO THE POINT OF BEGINNING AND CALCULATED TO CONTAIN 9.877 ACRES MORE OR LESS.

PRELIMINARY FOR ADMINISTRATIVE REVIEW

PURSUANT TO THE STATE OF TEXAS ADMINISTRATIVE CODE SECTION 138.33(e), THIS DOCUMENT IS "PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

DEVELOPER:  
KLM CUSTOM HOMES, LLC  
P.O. BOX 2026  
LIBERTY HILL, TEXAS 78642

ENGINEER:  
WILLIAM H. ENGINEERING  
405 N. WATER STREET  
BURNET, TEXAS 78611  
(512) 553-1555

SURVEYOR:  
CUPLIN AND ASSOCIATES  
1500 OLLIE LANE  
MARBLE FALLS, TX. 78654  
(325) 388-3300

PROJ NO. 22289
PREPARED FOR: MATT JONES
TECH: L.BELK
APPROVED: D.STARK
FIELDWORK PERFORMED ON: 09/28/2022
COPYRIGHT:2023
PROFESSIONAL FIRM NO: 10126900

1500 OLLIE LANE  
MARBLE FALLS, TX. 78654  
PH.325-388-3300/830-693-8815  
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 100'

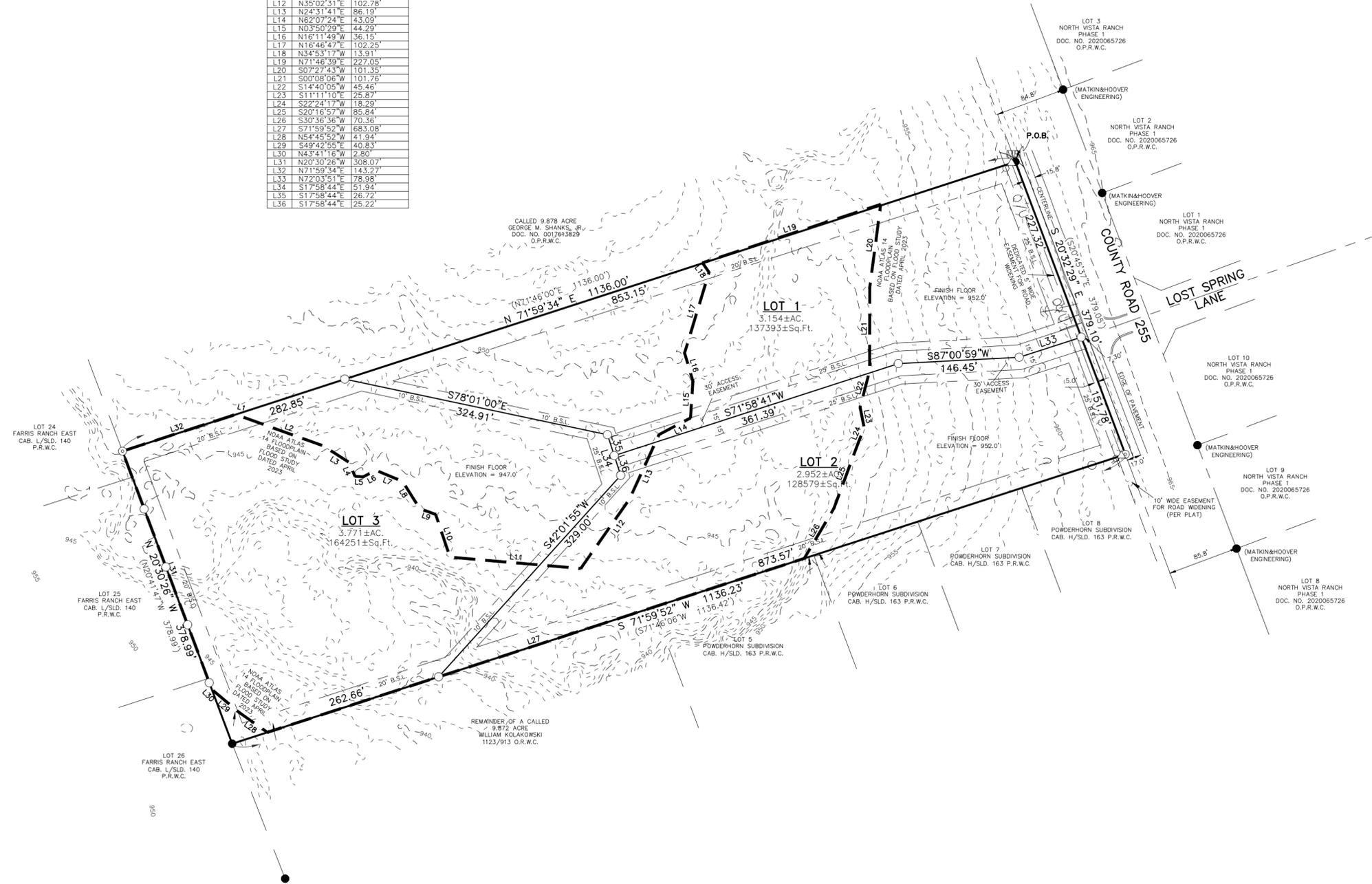
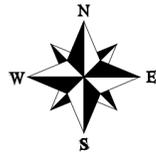
2	
1	
DATE	NO. DESCRIPTION
REVISIONS	

**LEGEND**

- 1/2" IRON PIN FOUND (UNLESS NOTED)
- ⊙ 3/4" IRON PIPE FOUND
- SET 1/2" IRON PIN WITH CUPLIN PROPERTY CAP
- .../... VOLUME/PAGE
- P.R.W.C. PLAT RECORDS WILLIAMSON CO.
- O.R.W.C. OFFICIAL RECORDS WILLIAMSON CO.
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- ( ) RECORD INFO/SUBJECT
- [ ] RECORD INFO/ADJOINER
- B.S.L. BLDG. SETBACK LINE
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT

LINE	BEARING	DISTANCE
L1	S73°14'45"E	9.36'
L2	S70°12'13"E	104.37'
L3	S57°08'40"E	36.76'
L4	S22°32'23"E	18.11'
L5	S85°57'12"E	9.79'
L6	N63°02'17"E	17.57'
L7	S67°10'07"E	35.02'
L8	S32°00'28"E	38.71'
L9	S69°44'31"E	20.74'
L10	S18°26'48"E	54.59'
L11	S84°59'46"E	158.79'
L12	N35°02'31"E	102.78'
L13	N24°31'41"E	86.19'
L14	N62°07'24"E	43.09'
L15	N03°50'29"E	44.29'
L16	N16°11'49"W	36.15'
L17	N16°46'47"E	102.25'
L18	N34°53'17"W	13.91'
L19	N71°46'39"E	227.05'
L20	S0°22'43"W	101.35'
L21	S00°08'06"W	101.76'
L22	S14°40'05"W	45.46'
L23	S11°11'10"E	25.87'
L24	S22°24'17"W	18.29'
L25	S20°16'57"W	85.84'
L26	S30°36'36"W	70.36'
L27	S71°59'52"W	683.08'
L28	N64°45'52"W	41.94'
L29	S49°42'55"E	40.83'
L30	N43°41'16"W	2.80'
L31	N20°30'26"W	308.07'
L32	N71°59'54"E	143.27'
L33	N72°03'51"E	78.98'
L34	S17°58'44"E	51.94'
L35	S17°58'44"E	26.72'
L36	S17°58'44"E	25.22'

**PRELIMINARY FOR ADMINISTRATIVE REVIEW**  
PURSUANT TO THE STATE OF TEXAS ADMINISTRATIVE CODE SECTION 138.33(e), THIS DOCUMENT IS "PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

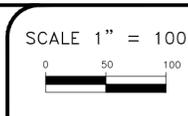


**PRELIMINARY FOR ADMINISTRATIVE REVIEW**  
PURSUANT TO THE STATE OF TEXAS ADMINISTRATIVE CODE SECTION 138.33(e), THIS DOCUMENT IS "PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

**TIMBER RANCH**  
BEING A 9.877 ACRE TRACT OF LAND OUT OF THE JAMES NORTHGROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS.

PROJ. NO. 22289
PREPARED FOR: MATT JONES
TECH: P. LANGDON
APPROVED: D. STARK
FIELDWORK PERFORMED ON: 09/28/2022
COPYRIGHT: 2023
PROFESSIONAL FIRM NO: 10126900

1500 OLLIE LANE  
MARBLE FALLS, TX. 78654  
PH. 325-388-3300/830-693-8815  
WWW.CUPLINASSOCIATES.COM



2 OF 2 SHEET	NO.	DESCRIPTION
	2	
	1	
REVISIONS		

**Commissioners Court - Regular Session**

50.

**Meeting Date:** 06/06/2023

Replat of Lots 1 & 2 Block N Highland Horizon Phase IV subdivision – 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 approval of the replat of Lots 1 & 2, Block N, Highland Horizon Phase IV subdivision – Precinct 3.

**Background**

This subdivision consists of 4 lots and no new roads on 4.55 acres. The purpose of this replat is to further subdivide the two existing lots into 4 newly configured lots.

**Timeline**

2023-02-08 – Initial submittal of replat

2023-03-09 – 1st review complete with comments

2023-05-01 – 2nd submittal of replat

2023-05-15 – 2nd review complete with minor comments

2023-05-27 – 3rd submittal of replat with signatures

2023-05-31 – 3rd review complete with comments clear

2023-06-01 – replat placed on the June 6, 2023 Commissioners Court agenda for consideration

**Fiscal Impact**

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

replat - Highland Horizon Ph IV Lots 1&2 Blk N

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 06/01/2023

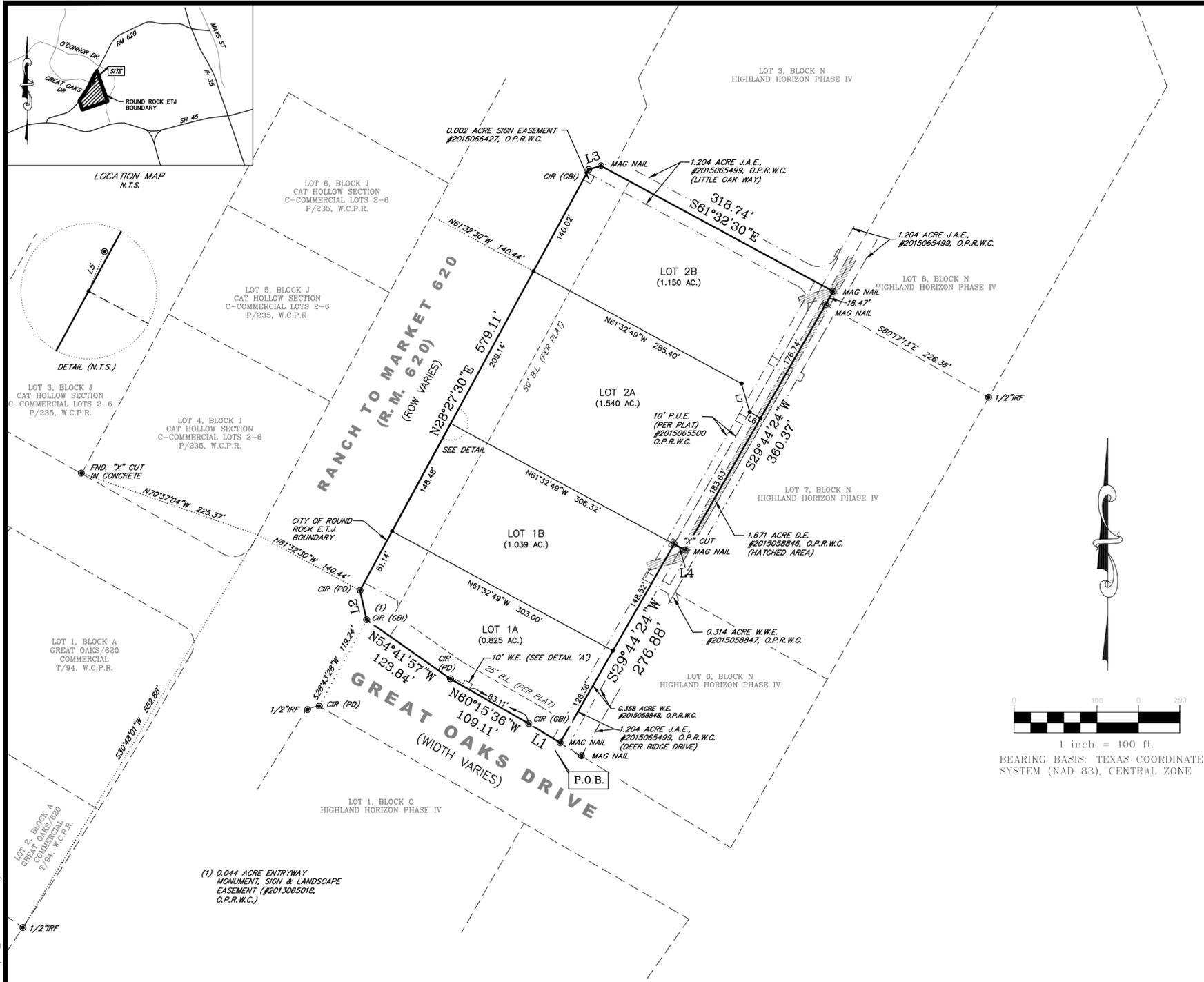
**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 11:45 AM

Started On: 06/01/2023 11:41 AM



FIELD NOTES FOR 4.55 ACRES

Being a tract containing 4.55 acres of land and being comprised of all of Lots 1 and 2, Block N, Highland Horizon, Phase IV, a subdivision as recorded Document Number 2015065500, Official Public Records Williamson County (O.P.R.W.C.). Said 4.55 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System NAD 83, Central Zone):

Beginning at a mag nail found for the most southerly southeast corner of said Lot 1, said mag nail being the southwesterly corner of Lot 7, Block N of said Highland Horizon, Phase IV plat, said mag nail also being on the northeasterly Right-of-Way (R.O.W.) of Great Oaks Drive (width varies);

Thence, with the southwesterly line of said Lot 1 and the northeasterly R.O.W. line of said Great Oaks Drive, the following three (3) courses and distances;

1. North 58 degrees 19 minutes 34 seconds West, a distance of 44.26 feet to a 5/8-inch iron rod set with cap stamped "GBI Partners"
2. North 60 degrees 15 minutes 36 seconds West, a distance of 109.11 feet to a capped iron rod found stamped "Pape Dawson";
3. North 54 degrees 41 minutes 57 seconds West, a distance of 123.84 feet to a 5/8-inch iron rod set with cap stamped "GBI Partners", said iron rod being the intersection of the northeasterly R.O.W. line of said Great Oaks Drive with the southeasterly cut-back-line on the R.O.W. of Ranch to Market Road 620 (R.M. 620, 100' wide);

Thence, with the common line between said Lot 1 and said cut-back line, North 12 degrees 33 minutes 42 seconds West, a distance of 36.42 feet to a capped iron rod found stamped "Pape Dawson";

Thence, with the northwesterly line of said Lot 1 and the southeasterly line of said R.M. 620, North 28 degrees 27 minutes 30 seconds East, passing at a distance of 229.95 feet a calculated point for the most northerly northwest corner of said Lot 1, said point being the most westerly southwest corner of aforesaid Lot 2, from which, a disturbed iron rod found bears, North 21 degrees 45 minutes 56 seconds East, a distance of 1.29 feet, in all, a total distance of 579.11 feet to a 5/8-inch iron rod set with cap stamped "GBI Partners" for a corner point on the northwesterly line of said Lot 2, said iron rod being the beginning of a cut-back line on the southeasterly R.O.W. line of said R.M. 620;

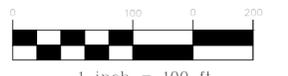
Thence, with the common line between said Lot 2 and said cut-back line cut-back line, North 73 degrees 01 minutes 18 seconds East, a distance of 15.17 feet to a mag nail found for the most northerly corner of said Lot 2, said mag nail being the most westerly southwest corner of Lot 3 of said Highland Horizon, Phase IV plat;

Thence, with the common line between said Lot 2 and said Lot 3, South 61 degrees 32 minutes 30 seconds East, a distance of 318.74 feet to a mag nail found for the most easterly northeast corner of said Lot 2, said mag nail being the most easterly southeast corner of said Lot 3, said mag nail also being on the northwesterly line of Lot 8 of said Highland Horizon, Phase IV plat;

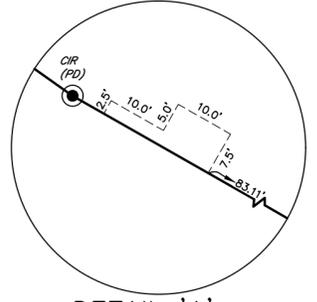
Thence, with the southeasterly line of said Lot 2 and the northwesterly line of said Lot 8, South 29 degrees 44 minutes 24 seconds West, passing at a distance of 18.47 feet a mag nail found for the most westerly southwest corner of said Lot 8, said mag nail being the most northerly northwest corner of aforesaid Lot 7, in all, a total distance of 360.37 feet to a mag nail found for the most southerly southeast corner of said Lot 2, said mag nail being an ell corner on the northwesterly line of said Lot 7;

Thence, with the common line between said Lot 2 and said Lot 7, North 61 degrees 29 minutes 11 seconds West, a distance of 15.00 feet to an "X" cut in concrete found for the most northerly northeast corner of aforesaid Lot 1, said mag nail being on ell corner on the northwesterly line of said Lot 7;

Thence, with the common line between said Lot 1 and said Lot 7, South 29 degrees 44 minutes 24 seconds West, a distance of 276.88 feet to the Point of Beginning and containing 4.55 acres of land.



BEARING BASIS: TEXAS COORDINATE SYSTEM (NAD 83), CENTRAL ZONE



DETAIL 'A'  
SCALE" 1"=20'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N58°19'34"W	44.26'
L2	N12°33'42"W	36.42'
L3	N73°01'18"E	15.17'
L4	N61°29'11"W	15.00'
L5	N21°45'56"E	1.29'
L6	N60°15'55"W	15.04'
L7	N15°54'22"W	35.75'

LEGEND

- = SET CAPPED 5/8" IRON ROD (GBI PARTNERS)
- O.P.R.W.C. = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
- W.P.D.R. = WILLIAMSON COUNTY DEED RECORDS
- W.C.P.R. = WILLIAMSON COUNTY PLAT RECORDS
- J.A.E. = JOINT ACCESS EASEMENT
- W.E. = WATER EASEMENT
- W.W.E. = WASTEWATER EASEMENT
- P.U.E. = PUBLIC UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- P.O.B. = POINT OF BEGINNING
- CIR (PD) = CAPPED IRON ROD (PAPE DAWSON)
- CIR (GBI) = CAPPED IRON ROD (GBI PARTNERS)

OWNER:  
RCP 620 GREAT OAKS, LP  
106 E. 6TH STREET  
SUITE 900-178  
AUSTIN, TX 78701  
ATTN: DAREN NIX

SURVEYOR:  
GBI PARTNERS  
4724 VISTA ROAD  
PASADENA, TX 77505  
281-499-4539

ENGINEER / AGENT  
ELI ENGINEERING, PLLC  
700 THERESA COVE  
CEDAR PARK, TEXAS 78613  
512-658-8095

DEVELOPER  
RISE COMMERCIAL PARTNERS  
DAREN NIX, PRINCIPAL  
106 E. 6TH STREET  
SUITE 900-178  
AUSTIN, TX 78701  
512-537-4663

SUBMITTAL DATE: FEBRUARY 8, 2023  
TOTAL AREA OF THIS PLAT: 4.55  
TOTAL NUMBER OF LOTS: 4  
TOTAL NUMBER OF BLOCKS: 1  
RESIDENTIAL: 0  
NON-RESIDENTIAL: 4  
LINEAR FEET OF NEW STREETS: 0

REPLAT OF LOT 1 AND  
LOT 2, BLOCK N,  
HIGHLAND HORIZON,  
PHASE IV, A SUBDIVISION  
AS RECORDED IN  
DOCUMENT NUMBER  
2015065500, O.P.R.W.C.  
WILLIAMSON COUNTY, TEXAS

SHEET INDEX  
SHEET 1: COVER SHEET/FINAL PLAT  
SHEET 2: NOTES AND SIGNATURES

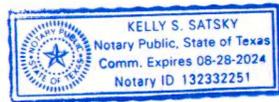
C:\Users\Home\Desktop\Projects\GBI-EU\Gent Crossing\TRANSMITTAL\SENT\2023-08-24\_10-Gery\220128-plat\_5-24-23REV.dwg

STATE OF Texas §  
§ KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF Travis §

I, Daren Nix, Principal, RCP 620 Great Oaks, LP, sole owner of Lot 1 and Lot 2, Block N, Highland Horizon Phase IV, and described in a deed recorded in Document No. 2022126400 of the Official Records of Williamson County, Texas, and do hereby resubdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as Replat of Lot 1 and Lot 2, Highland Horizon, Phase IV.

TO CERTIFY WHICH, WITNESS by my hand this 25th day of May, 2023.

[Signature]  
Daren Nix  
Principal  
106 E. 6th Street, Ste. 900-178  
Austin, Texas 78701



STATE OF Texas §  
§ KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF Travis §

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared ~~Daren Nix~~ known to me to be the person whose name is subscribed to the foregoing instrument. Colin Sherrell Daren Nix

GIVEN UNDER MY HAND AND SEAL of office this 25 day of May, 2023.

Notary Public in and for the State of Texas

My Commission expires on: 08-28-2024



LIEN HOLDER  
TO CERTIFY WHICH, WITNESS by my hand this 25 day of May, 2023.

[Signature]  
Name Colin Sherrell, SVP, Horizon Bank  
Address 600 Campbell Ave Suite 400  
Ph. No. 214 677 5732

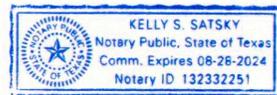
STATE OF Texas §  
§ KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF Travis §

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Colin Sherrell known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this 25 day of May, 2023.

Notary Public in and for the State of Texas

My Commission expires on: 08-28-2024



**REPLAT OF LOT 1 AND  
LOT 2, BLOCK N,  
HIGHLAND HORIZON,  
PHASE IV, A SUBDIVISION  
AS RECORDED IN  
DOCUMENT NUMBER  
2015065500, O.P.R.W.C.  
WILLIAMSON COUNTY, TEXAS**

 **GBI PARTNERS**  
4724 VISTA ROAD T&PELS FIRM #10130300  
PASADENA, TX 77505 GBI Survey@GBISurvey.com  
PHONE: 281-499-4539 www.GBISurvey.com

STATE OF TEXAS §  
§ KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF WILLIAMSON §

I, Kyle A. Kacal, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct, was prepared from an actual survey of the property made under my supervision on the ground and that all boundary corners, angle points of curvature and other points of reference have been marked with iron (or other suitable permanent ferrous metal) pipes or rods; and the plat boundary corners have been tied to the Texas Coordinate System of 1983, Central Zone.

[Signature]  
Kyle A. Kacal  
Registered Professional Land Surveyor  
Texas Registration No. 6652



STATE OF TEXAS §  
§ KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF WILLIAMSON §

I, Gary Jones, do hereby certify that the information contained on this plat complies with the subdivision regulations adopted by Williamson County, Texas.

[Signature]  
Gary Eli Jones, P.E.  
State of Texas No. 79198



Road name and address assignments verified this the 26 day of May, 2023 A.D.

[Signature]  
Williamson County Addressing Coordinator  
Cindy Bridges

NOTES:

1. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
2. WATER SERVICE IS PROVIDED BY: BRUSHY CREEK MUD. WASTEWATER SERVICE IS PROVIDED BY: BRUSHY CREEK MUD.
3. EXCEPT AS MAY BE MODIFIED OF HEREON, THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLATS OF HIGHLAND HORIZON PHASE I, AND HIGHLAND HORIZON PHASE IV, AS RECORDED IN DOCUMENT 2008085288 AND 2015065500 RESPECTIVELY, IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.
4. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT DISTANCE EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
5. ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
6. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
7. THIS SUBDIVISION LIES IN UNSHADED ZONE X (AREAS OF MINIMAL FLOOD HAZARD) PER FEMA FLOODPLAIN FLOOD INSURANCE RATE MAP No. 48491C0630F, EFFECTIVE DATE: 12-20-2019.
8. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
9. NO BUILDING OR STRUCTURES ARE PERMITTED IN DRAINAGE EASEMENTS. NO FENCES OR LANDSCAPING ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY WILLIAMSON COUNTY.
10. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
11. DRIVEWAYS FOR LOTS 1A, 1B, 2A, 2B SHALL CONNECT ONLY TO DEER RIDGE DRIVE (PRIVATE) OR LITTLE OAK WAY (PRIVATE), AND NOT TO GREAT OAKS DRIVE OR FM 620 (EXCEPT AS APPROVED FOR EMERGENCY ACCESS).
12. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
13. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
14. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
15. THIS SUBDIVISION LIES WITHIN THE CITY OF ROUND ROCK E.T.J.
16. WATER SERVICE FOR THE LISTED PROPERTY WILL BE PROVIDED BY BRUSHY CREEK MUNICIPAL SERVICE DISTRICT. THE CONSTRUCTION AND OPERATION OF ALL WATER FACILITIES WITHIN THE PROPERTY MUST COMPLY WITH ALL RULES AND POLICIES OF BRUSHY CREEK MUNICIPAL WATER DISTRICT. NO BUILDING ON LISTED PROPERTY SHALL BE OCCUPIED UNTIL WATER CONNECTIONS HAVE BEEN MADE TO THE BRUSHY CREEK MUNICIPAL UTILITY DISTRICT WATER SYSTEM AND ALL PLUMBING APPROVED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE DISTRICT.
17. THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BASE FLOOD ELEVATION. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BASE FLOOD ELEVATION.

STATE OF TEXAS §  
§ KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF WILLIAMSON §

I, Judge Bill Gravell Jr., County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioners Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Judge Bill Gravell Jr., County Judge  
Williamson County, Texas

STATE OF TEXAS §  
§ KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF WILLIAMSON §

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D., at \_\_\_\_\_ o'clock, \_\_\_\_\_ M., and duly recorded this the day of \_\_\_\_\_ 20\_\_\_\_ A.D., at \_\_\_\_\_ o'clock, \_\_\_\_\_ M., in the Official Public Records of said County in Instrument No. \_\_\_\_\_.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, Clerk County Court  
of Williamson County, Texas

By: \_\_\_\_\_, Deputy

**Commissioners Court - Regular Session**

51.

**Meeting Date:** 06/06/2023

Preliminary plat for the Cool Springs Phase 1 subdivision – Pct 2

**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 ratifying and approving of the preliminary plat for the Cool Springs Ph 1 subdivision – Precinct 2.

**Background**

This proposed subdivision consists of 59 single family lots, 5 open space lots, and 5,946 linear feet of new roads on 74.853 acres. Pursuant to the Commissioners Court action taken September 10, 2019, the County Engineer has approved this preliminary plat in order to meet the review timelines set forth in House Bill 3167.

**Timeline**

- 2022-07-11 – Initial submittal of the preliminary plat
- 2022-08-10– 1st review complete with comments
- 2023-01-20– 2nd submittal of preliminary plat
- 2023-02-03– 2nd review complete with comments
- 2023-04-19– 3rd submittal of preliminary plat
- 2023-05-03– 3rd review complete with comments
- 2023-05-12 - 4th submittal of the preliminary plat
- 2023-05-26 - 4th review complete with comments clear
- 2023-05-26 - County Engineer approval letter sent
- 2023-06-01 - preliminary plat placed on the June 6, 2023 Commissioners Court agenda for consideration

**Fiscal Impact**

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

preliminary plat - Cool Spring Ph 1

**Form Review**

**Inbox**

County Judge Exec Asst.  
 Form Started By: Adam Boatright  
 Final Approval Date: 06/01/2023

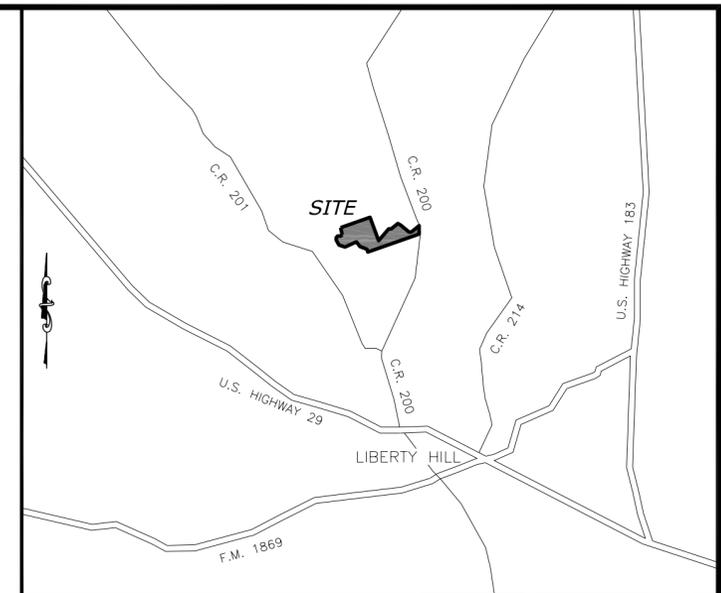
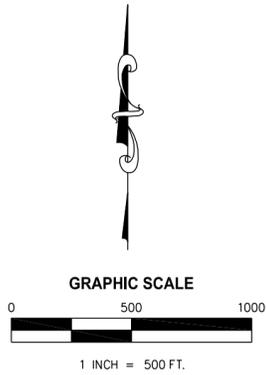
**Reviewed By**

Becky Pruitt

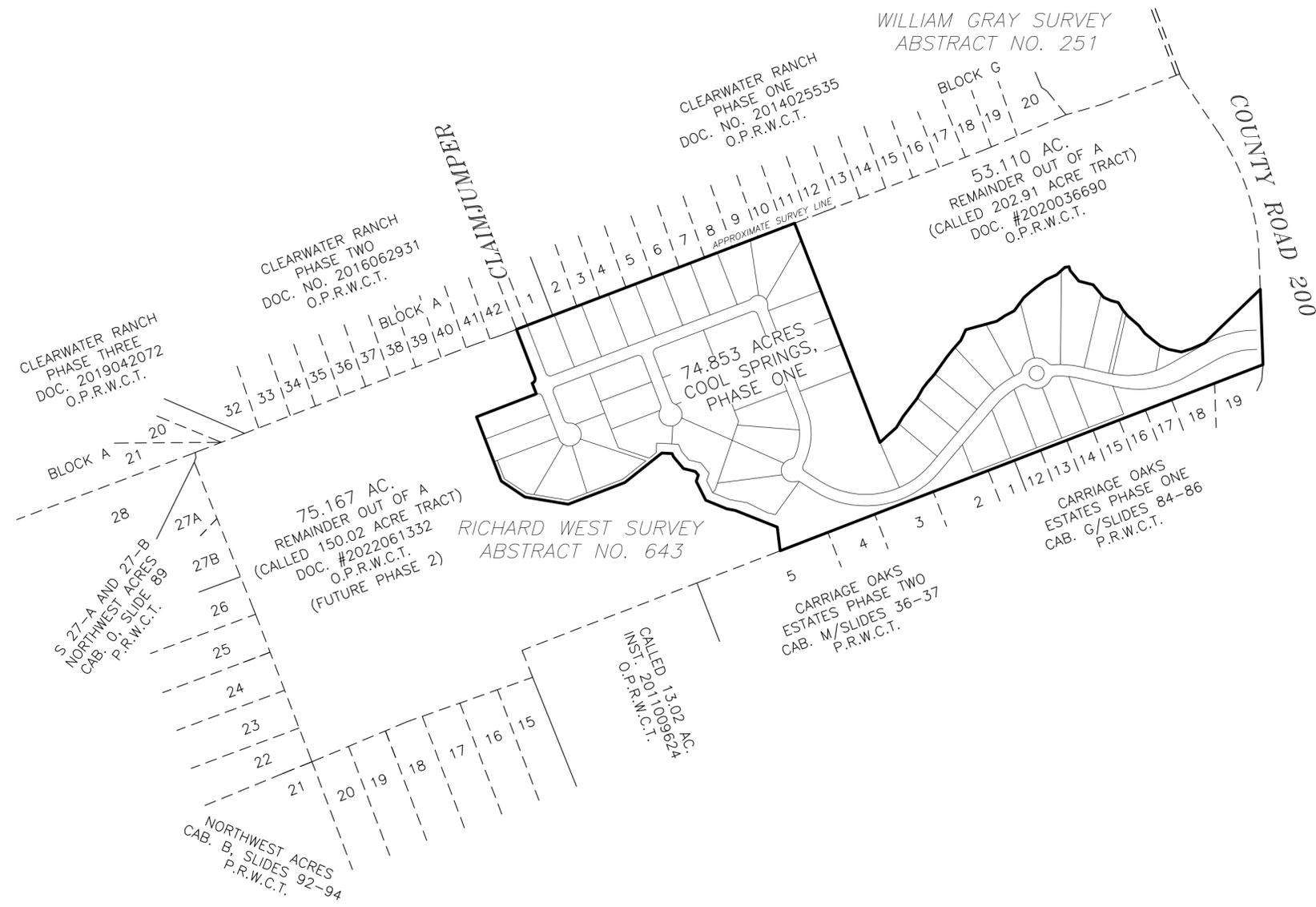
**Date**

06/01/2023 11:47 AM  
 Started On: 06/01/2023 11:44 AM

**PRELIMINARY PLAT  
COOL SPRINGS PHASE ONE**  
BEING 74.853 ACRES SITUATED IN  
THE RICHARD WEST SURVEY,  
ABSTRACT NO. 643,  
WILLIAMSON COUNTY, TEXAS



VICINITY MAP  
NOT TO SCALE



DATE: FEBRUARY 18, 2022  
 NUMBER OF BLOCKS: 2  
 TOTAL NUMBER OF LOTS: 53  
 BUILDABLE LOTS: 48  
 OPEN SPACES: 5  
 L.F. OF NEW STREET: 5,946.43

**AREA SUMMARY**

74.853	TOTAL ACRES
9,557	ACRES OF RIGHT OF WAY
12,967	ACRES OF OPEN SPACE
52,329	ACRES OF DEVELOPMENT

**LOTS BY SIZE CATEGORY**

2-5 ACRES	2 LOTS
1-2 ACRES	49 LOTS
UNDER 1 ACRES	2 LOTS

**LEGEND / ABBREVIATIONS**

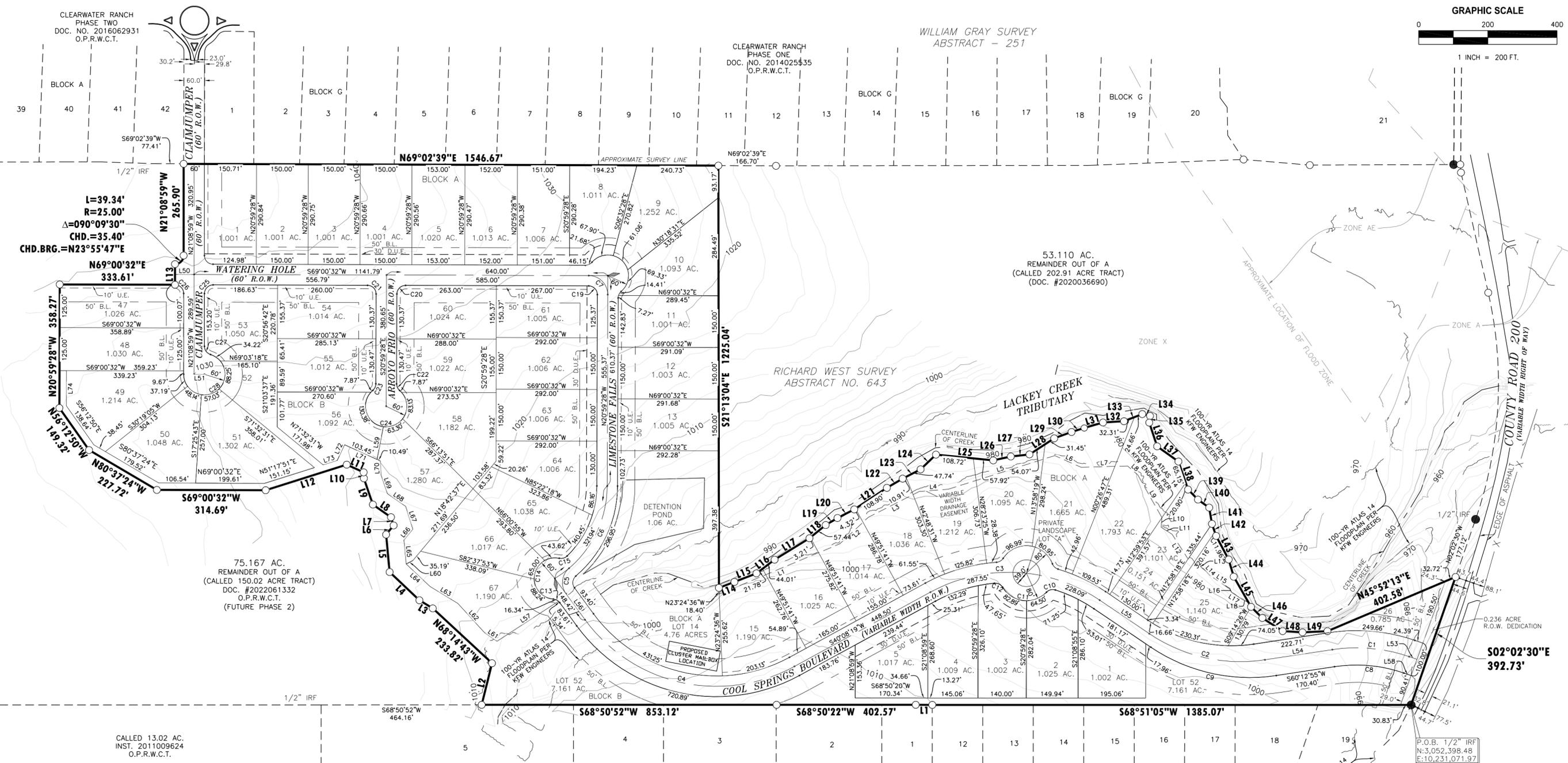
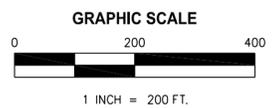
- ABSTRACT LINE
- ADJOINER LINE
- BOUNDARY LINE
- BUILDING LINE
- CENTERLINE
- EASEMENT LINE
- IRON ROD FOUND
- CAPPED IRON ROD SET
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
- D.E. DRAINAGE EASEMENT
- U.E. UTILITY EASEMENT
- B.L. BUILDING LINE
- IRF IRON ROD FOUND
- CIRF CAPPED IRON ROD FOUND
- CIRS CAPPED IRON ROD SET
- AC. ACRES

**SURVEYOR:**  
**LANDPOINT**  
 4100 INTERNATIONAL PLAZA, STE. 240  
 FORT WORTH, TX 76109  
 (817) 554-1805  
 www.landpoint.net  
 TBPELS REG. NO. 10194220

**OWNER:**  
 SITTERLE HOMES-  
 AUSTIN, LLC  
 2015 Evans Rd Ste 100  
 San Antonio, TX 78258

**ENGINEER:**  
 KFW ENGINEERING &  
 SURVEYING  
 3421 Paesanos Pkwy #200,  
 San Antonio, TX 78231  
 www.kfwengineers.com  
 TBPE Firm #9513 | TBPLS  
 Firm # 101223-00

# PRELIMINARY PLAT COOL SPRINGS PHASE ONE BEING 74.853 ACRES SITUATED IN THE RICHARD WEST SURVEY, ABSTRACT NO. 643, WILLIAMSON COUNTY, TEXAS



**LEGEND / ABBREVIATIONS**

- ABSTRACT LINE
- ADJOINER LINE
- BOUNDARY LINE
- BUILDING LINE
- CENTERLINE
- EASEMENT LINE
- IRON ROD FOUND
- CAPPED IRON ROD SET
- O.P.R.W.C.T.
- P.R.W.C.T.
- D.E. DRAINAGE EASEMENT
- U.E. UTILITY EASEMENT
- B.L. BUILDING LINE
- IRF IRON ROD FOUND
- CIRF CAPPED IRON ROD FOUND
- CIRS CAPPED IRON ROD SET
- AC. ACRES
- STREET NAME CHANGE

Proposed Roadway Table						
Street Name	Functional Classification	Road Type	Design Speed	ROW width	Pavement width	Roadway Length
Cool Springs Blvd.	Minor Collector Road	Public / Rural	30 mph	Variable (60 - 100 ft)	Variable (26 - 60 ft)	933.55 ft
	Local Road	Public / Rural	30 mph	60 ft	26 ft	1938.27
Limestone Falls	Local Road	Public / Rural	25 mph	60 ft	26 ft	932.31 ft
Watering Hole	Local Road	Public / Rural	25 mph	60 ft	26 ft	1251.79 ft
Arroyo Frio	Local Road	Public / Rural	25 mph	60 ft	26 ft	380.65 ft
Claimjumper	Local Road	Public / Rural	25 mph	60 ft	26 ft	944.09 ft

**SURVEYOR:**  
**LANDPOINT**  
4100 INTERNATIONAL PLAZA, STE. 240  
FORT WORTH, TX 76109  
(817) 554-1805  
www.landpoint.net  
TBPELS REG. NO. 10194220

**OWNER:**  
SITTERLE HOMES-AUSTIN, LLC  
2015 Evans Rd Ste 100  
San Antonio, TX 78258

**ENGINEER:**  
KFW ENGINEERING & SURVEYING  
3421 Paesanos Pkwy #200,  
San Antonio, TX 78231  
www.kfwengineers.com  
TBPE Firm #9513 | TBPLS Firm # 101223-00

X:\2021\21-1387-1\Working\Bose Maps\21-1387-1 PHASE 1 - 05112023.dwg

# PRELIMINARY PLAT COOL SPRINGS PHASE ONE BEING 74.853 ACRES SITUATED IN THE RICHARD WEST SURVEY, ABSTRACT NO. 643, WILLIAMSON COUNTY, TEXAS

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S69°12'03"W	47.93'
L2	N07°12'49"W	124.42'
L3	N79°49'40"W	45.18'
L4	N67°37'44"W	118.90'
L5	N26°31'23"W	109.24'
L6	N18°07'38"E	34.30'
L7	N38°33'35"W	25.00'
L8	N76°10'50"W	63.96'
L9	N39°58'33"W	80.34'
L10	N24°04'21"W	17.62'
L11	N86°43'20"W	53.60'
L12	S51°17'51"W	246.01'
L13	N21°16'54"W	60.00'
L14	N47°55'25"E	47.93'
L15	N47°35'06"E	68.57'
L16	N31°38'46"E	65.79'
L17	N37°14'55"E	118.47'
L18	N29°39'50"E	60.65'
L19	N37°52'03"E	39.68'
L20	N41°37'24"E	54.57'
L21	N35°18'51"E	113.22'
L22	N38°30'31"E	52.84'
L23	N41°19'01"E	58.66'
L24	N24°57'50"E	61.47'
L25	N74°38'16"E	166.64'
L26	N56°14'55"E	52.01'
L27	N62°36'18"E	54.27'
L28	N35°43'44"E	85.52'
L29	N48°45'29"E	53.33'
L30	N51°18'38"E	38.55'
L31	N52°24'54"E	56.59'
L32	N65°23'07"E	60.75'
L33	N47°26'17"E	56.96'
L34	N82°22'55"E	22.91'
L35	S14°48'29"E	19.55'
L36	S39°24'33"E	72.48'
L37	S75°40'26"E	75.80'
L38	S39°58'30"E	86.05'

LINE TABLE		
LINE	DIRECTION	LENGTH
L39	S65°44'00"E	40.92'
L40	S75°30'37"E	40.01'
L41	S30°45'03"E	47.76'
L42	S40°13'26"E	36.94'
L43	S49°07'12"E	77.40'
L44	S37°18'15"E	52.05'
L45	S50°53'20"E	100.80'
L46	S66°41'28"E	45.96'
L47	S78°08'40"E	70.01'
L48	N72°21'41"E	57.49'
L49	N66°10'36"E	72.34'
L50	S69°00'32"W	55.00'
L51	S68°51'01"W	30.00'
L53	S87°59'36"W	23.78'
L54	S60°13'11"W	197.18'
L55	N77°00'07"W	173.60'
L56	N57°15'11"W	93.40'
L57	S35°43'03"W	212.48'
L58	S87°59'14"W	22.04'
L59	S10°15'45"E	96.75'
L60	S41°17'57"W	21.51'
L61	N76°19'54"W	44.26'
L62	N63°18'51"W	114.00'
L63	N79°49'40"W	94.56'
L64	N67°37'44"W	94.81'
L65	N26°31'23"W	69.96'
L66	N18°07'38"E	40.74'
L67	N38°33'35"W	69.00'
L68	N76°10'50"W	64.64'
L69	N39°58'33"W	57.01'
L70	N24°04'21"W	41.06'
L71	N86°43'20"W	113.94'
L72	S03°16'40"W	50.00'
L73	S51°17'38"W	43.33'
L74	S20°59'28"E	101.92'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	
C1	225.40'	465.00'	27°46'25"	S74°06'23"W	223.20'	
C2	350.91'	470.00'	42°46'43"	S81°36'32"W	342.82'	
C3	515.64'	470.00'	62°51'35"	S71°34'06"W	490.17'	
C4	677.64'	470.00'	82°36'30"	S81°26'34"W	620.45'	
C5	82.15'	55.00'	85°34'40"	N14°27'51"W	74.72'	
C6	271.13'	315.00'	49°18'57"	N03°40'01"E	262.84'	
C7	86.39'	55.00'	90°00'00"	N65°59'28"W	77.78'	
C8	203.55'	415.18'	28°05'22"	S74°06'12"W	201.51'	
C9	380.78'	510.00'	42°46'43"	S81°36'32"W	372.00'	
C10	28.10'	25.00'	64°24'16"	S54°36'52"W	26.65'	
C11	147.39'	80.00'	105°33'43"	S75°11'35"W	127.41'	
C12	28.10'	25.00'	64°24'16"	N84°13'42"W	26.65'	
C13	21.68'	25.00'	49°40'47"	N82°05'35"W	21.00'	
C14	196.86'	60.00'	187°59'27"	N12°56'15"W	119.71'	
C15	24.65'	25.00'	56°29'35"	N52°48'41"E	23.66'	
C19	39.27'	25.00'	90°00'00"	N65°59'28"W	35.36'	
C20	39.27'	25.00'	90°00'00"	S24°00'32"W	35.36'	
C21	39.27'	25.00'	90°00'00"	N65°59'28"W	35.36'	
C22	21.68'	25.00'	49°40'47"	S45°49'51"E	21.00'	
C23	21.68'	25.00'	49°40'47"	N03°50'56"E	21.00'	
C24	292.54'	60.00'	279°21'34"	S69°00'32"W	77.65'	
C25	39.34'	25.00'	90°09'30"	S23°55'47"W	35.40'	
C26	39.20'	25.00'	89°50'30"	N66°04'13"W	35.31'	
C27	31.81'	25.00'	72°53'43"	S57°35'50"E	29.70'	
C28	264.83'	60.00'	252°53'43"	S32°24'09"W	96.53'	

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

I, \_\_\_\_\_, REPRESENTATIVE OF SITTERLE HOMES-AUSTIN, LLC, IS THE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2022061332 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, [AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND] AND DO HEREBY (SUBDIVIDE, RESUBDIVIDE, AMEND, ETC.) SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS COOL SPRINGS ADDITION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

REPRESENTATIVE OF SITTERLE HOMES-AUSTIN, LLC

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

NOW COMES \_\_\_\_\_, THE SUBDIVIDER OF A SUBDIVISION TO BE KNOWN AS COOL SPRINGS ADDITION, AND STATES UNDER OATH OR AFFIRMATION AND SUBJECT TO PENALTIES OF LAW THAT THE ORIGINAL TAX CERTIFICATES ATTACHED TO THE PLAT OF THE SUBDIVISION DESCRIBE ALL OF THE PROPERTY CONTAINED WITHIN THE SUBDIVISION AND ALL TAXING ENTITIES WITH JURISDICTION OVER THE PROPERTY.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

ACKNOWLEDGED AND SWORN BEFORE ME ON \_\_\_\_\_, 2022.

NOTARY PUBLIC OF TEXAS

MY COMMISSION EXPIRES \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

THAT I, ROBERT GLEN MALOY, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH WILLIAMSON COUNTY DEVELOPMENT CODE.

**PRELIMINARY PURPOSE ONLY  
THIS DOCUMENT IS NOT BE RECORDED**

SIGNATURE AND SEAL OF LICENSED SURVEYOR \_\_\_\_\_ DATE \_\_\_\_\_

**FLOODPLAIN ADMINISTRATOR APPROVAL**

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE WILLIAMSON COUNTY FLOODPLAIN REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_

**COUNTY JUDGE'S APPROVAL**

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

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

BILL GRAVELL, COUNTY JUDGE  
WILLIAMSON COUNTY, TEXAS \_\_\_\_\_ DATE \_\_\_\_\_

**COUNTY CLERK'S APPROVAL**

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

I, \_\_\_\_\_, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 A.D., AT \_\_\_\_\_ O'CLOCK, \_\_\_\_\_ M., AND DULY RECORDED THIS DAY OF \_\_\_\_\_, 2022 A.D., AT \_\_\_\_\_ O'CLOCK, \_\_\_\_\_ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. \_\_\_\_\_.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

CLERK COUNTY COURT  
OF WILLIAMSON COUNTY, TEXAS

BY: \_\_\_\_\_, DEPUTY

METES AND BOUNDS DESCRIPTION:

A 74.853 ACRES OUT OF THE RICHARD WEST SURVEY, ABSTRACT 643, WILLIAMSON COUNTY, TEXAS, BEING OUT OF A CALLED 150.02 ACRE TRACT IN DEED TO SITTERLE HOMES - AUSTIN, LLC, RECORDED IN DOCUMENT NO. 2022061332 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A 1/2 INCH IRON ROD FOUND IN THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 200, AT THE SOUTHEAST CORNER OF SAID 150.02 ACRE TRACT, AND AT THE NORTHEAST CORNER OF LOT 19, CARRIAGE OAKS ESTATES, PHASE ONE AS RECORDED IN CABINET G, SLIDES 84-86, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS;

**THENCE** WITH THE SOUTH BOUNDARY LINE OF SAID 150.02 ACRE TRACT; NORTH BOUNDARY LINE OF SAID CARRIAGE OAKS ESTATES PHASE ONE AND THE NORTH LINE OF CARRIAGE ESTATES PHASE TWO AS RECORDED IN CABINET M, SLIDES 36 - 37, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- S 68°19'55" W, A DISTANCE OF 1385.07 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID CARRIAGE OAKS ESTATES, PHASE ONE AND THE NORTHEAST CORNER OF SAID CARRIAGE OAKS ESTATES, PHASE TWO;
- S 69°12'03" W, A DISTANCE OF 47.93 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "LANDPOINT" SET (HEREIN AFTER CALLED "CAPPED IRON ROD SET");
- S 68°50'22" W, A DISTANCE OF 402.57 FEET TO A CAPPED IRON ROD SET AT THE NORTHEAST CORNER OF LOT 2 AND THE NORTHWEST CORNER OF LOT 3 OF SAID CARRIAGE OAKS, PHASE TWO;
- S 68°50'52" W, A DISTANCE OF 853.12 FEET TO A 5/8 INCH IRON ROD SET, FROM WHICH A 1/2 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID CARRIAGE ESTATES PHASE TWO BEARS S 68°50'52" W, A DISTANCE OF 464.16 FEET;

**THENCE** OVER AND ACROSS SAID CALLED 150.02 ACRE TRACT THE FOLLOWING TWENTY (20) COURSES:

- N 07°12'49" W, A DISTANCE OF 124.42 FEET TO A 5/8 INCH IRON ROD SET;
- N 68°14'43" W, A DISTANCE OF 233.82 FEET TO A 5/8 INCH IRON ROD SET;
- N 79°49'40" W, A DISTANCE OF 45.18 FEET TO A 5/8 INCH IRON ROD SET;
- N 67°37'44" W, A DISTANCE OF 118.90 FEET TO A 5/8 INCH IRON ROD SET;
- N 26°31'23" W, A DISTANCE OF 109.24 FEET TO A 5/8 INCH IRON ROD SET;
- N 18°07'38" E, A DISTANCE OF 34.30 FEET TO A 5/8 INCH IRON ROD SET;
- N 38°33'35" W, A DISTANCE OF 25.00 FEET TO A 5/8 INCH IRON ROD SET;
- N 76°10'50" W, A DISTANCE OF 63.96 FEET TO A 5/8 INCH IRON ROD SET;
- N 39°58'33" W, A DISTANCE OF 80.34 FEET TO A 5/8 INCH IRON ROD SET;
- N 24°04'21" W, A DISTANCE OF 17.62 FEET TO A 5/8 INCH IRON ROD SET;
- N 86°43'20" W, A DISTANCE OF 53.60 FEET TO A 5/8 INCH IRON ROD SET;
- S 51°17'51" W, A DISTANCE OF 246.01 FEET TO A 5/8 INCH IRON ROD SET;
- S 69°00'32" W, A DISTANCE OF 314.69 FEET TO A 5/8 INCH IRON ROD SET;
- N 80°37'24" W, A DISTANCE OF 227.72 FEET TO A 5/8 INCH IRON ROD SET;
- N 56°12'50" W, A DISTANCE OF 145.32 FEET TO A 5/8 INCH IRON ROD SET;
- N 20°59'28" W, A DISTANCE OF 358.27 FEET TO A 5/8 INCH IRON ROD SET;
- N 69°00'32" E, A DISTANCE OF 333.61 FEET TO A 5/8 INCH IRON ROD SET;
- N 21°16'54" W, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°09'30", A RADIUS OF 25.00 FEET, A CHORD BEARING OF N 23°55'47" E, A CHORD DISTANCE OF 35.40 FEET;
- ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 39.34 FEET TO A 5/8 INCH IRON ROD SET;
- N 21°08'59" W, A DISTANCE OF 265.90 FEET TO A 5/8 INCH IRON ROD SET IN THE SOUTH LINE OF CLEARWATER RANCH, PHASE TWO AS RECORDED IN DOCUMENT NO. 2016062931, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THE SOUTHWEST CORNER OF CLAIMJUMPER, A 60' RIGHT OF WAY, FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS S 69°02'39" W, A DISTANCE OF 77.41 FEET;

**THENCE**, N 69°02'39" E, WITH THE NORTH BOUNDARY LINE OF SAID 150.02 ACRE TRACT AND THE SOUTH LINE OF SAID CLEARWATER RANCH, PHASE TWO, PASSING THE SOUTHEAST CORNER OF SAID CLEARWATER RANCH, PHASE TWO AND THE SOUTHWEST CORNER OF CLEARWATER RANCH PHASE ONE AS RECORDED IN DOCUMENT NO. 2014025535, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CONTINUING WITH THE NORTH LINE OF SAID CALLED 150.02 ACRE TRACT AND THE SOUTH LINE OF SAID CLEARWATER RANCH, PHASE 1, A TOTAL DISTANCE OF 1546.67 FEET TO A 5/8 INCH IRON ROD SET;

**THENCE**, OVER AND ACROSS SAID CALLED 150.02 ACRE TRACT THE FOLLOWING THIRTY-EIGHT (38) COURSES:

- S 21°13'04" E, A DISTANCE OF 1225.04 FEET TO A CAPPED IRON ROD SET;
- N 47°55'25" E, A DISTANCE OF 47.93 FEET TO A CAPPED IRON ROD SET;
- N 47°35'06" E, A DISTANCE OF 68.57 FEET TO A CAPPED IRON ROD SET;
- N 31°38'46" E, A DISTANCE OF 65.79 FEET TO A CAPPED IRON ROD SET;
- N 37°14'55" E, A DISTANCE OF 118.47 FEET TO A CAPPED IRON ROD SET;
- N 29°39'50" E, A DISTANCE OF 60.65 FEET TO A CAPPED IRON ROD SET;
- N 37°52'03" E, A DISTANCE OF 39.68 FEET TO A CAPPED IRON ROD SET;
- N 41°37'24" E, A DISTANCE OF 54.57 FEET TO A CAPPED IRON ROD SET;
- N 35°18'51" E, A DISTANCE OF 113.22 FEET TO A CAPPED IRON ROD SET;
- N 38°30'31" E, A DISTANCE OF 52.84 FEET TO A CAPPED IRON ROD SET;
- N 41°19'01" E, A DISTANCE OF 58.66 FEET TO A CAPPED IRON ROD SET;
- N 24°57'50" E, A DISTANCE OF 61.47 FEET TO A CAPPED IRON ROD SET;
- N 74°38'16" E, A DISTANCE OF 166.64 FEET TO A CAPPED IRON ROD SET;
- N 56°14'55" E, A DISTANCE OF 52.01 FEET TO A CAPPED IRON ROD SET;
- N 62°36'18" E, A DISTANCE OF 54.27 FEET TO A CAPPED IRON ROD SET;
- N 35°43'44" E, A DISTANCE OF 85.52 FEET TO A CAPPED IRON ROD SET;
- N 48°45'29" E, A DISTANCE OF 53.33 FEET TO A CAPPED IRON ROD SET;
- N 51°18'38" E, A DISTANCE OF 38.55 FEET TO A CAPPED IRON ROD SET;
- N 52°24'54" E, A DISTANCE OF 56.59 FEET TO A CAPPED IRON ROD SET;
- N 65°23'07" E, A DISTANCE OF 60.75 FEET TO A CAPPED IRON ROD SET;
- N 47°26'17" E, A DISTANCE OF 56.96 FEET TO A CAPPED IRON ROD SET;
- N 82°22'55" E, A DISTANCE OF 22.91 FEET TO A CAPPED IRON ROD SET;
- S 14°48'29" E, A DISTANCE OF 19.55 FEET TO A CAPPED IRON ROD SET;
- S 38°24'33" E, A DISTANCE OF 72.48 FEET TO A CAPPED IRON ROD SET;
- S 75°40'26" E, A DISTANCE OF 75.80 FEET TO A CAPPED IRON ROD SET;
- S 39°58'30" E, A DISTANCE OF 86.05 FEET TO A CAPPED IRON ROD SET;
- S 65°44'00" E, A DISTANCE OF 40.92 FEET TO A 1/2 INCH IRON ROD SET;
- S 75°30'37" E, A DISTANCE OF 40.01 FEET TO A CAPPED IRON ROD SET;
- S 30°45'03" E, A DISTANCE OF 47.76 FEET TO A CAPPED IRON ROD SET;
- S 40°13'26" E, A DISTANCE OF 36.94 FEET TO A CAPPED IRON ROD SET;
- S 49°07'12" E, A DISTANCE OF 77.40 FEET TO A CAPPED IRON ROD SET;
- S 37°18'15" E, A DISTANCE OF 52.05 FEET TO A CAPPED IRON ROD SET;
- S 50°53'20" E, A DISTANCE OF 100.80 FEET TO A CAPPED IRON ROD SET;
- S 66°41'28" E, A DISTANCE OF 45.96 FEET TO A CAPPED IRON ROD SET;
- S 78°08'40" E, A DISTANCE OF 70.01 FEET TO A CAPPED IRON ROD SET;
- N 72°21'41" E, A DISTANCE OF 57.49 FEET TO A CAPPED IRON ROD SET;
- N 66°10'36" E, A DISTANCE OF 72.34 FEET TO A CAPPED IRON ROD SET;
- N 45°52'13" E, A DISTANCE OF 402.58 FEET TO A CAPPED IRON ROD SET IN THE WEST RIGHT OF WAY LINE OF SAID COUNTY ROAD 200, FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS N 02°02'30" W, A DISTANCE OF 177.12 FEET;

**THENCE** S 02°02'30" E, WITH SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 392.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 74.853 ACRES.

DRAINAGE EASEMENT TABLE		
LINE	DIRECTION	LENGTH
L1	N46°08'23"E	378.27'
L2	N25°53'13"E	113.38'
L3	N41°55'21"E	164.64'
L4	N64°20'48"E	84.31'
L5	N51°17'05"E	322.97'
L6	S87°15'27"E	83.60'
L7	N67°14'56"E	134.46'
L8	S69°42'09"E	38.92'
L9	S50°34'57"E	141.74'
L10	S18°07'19"E	28.94'
L11	S79°08'37"E	37.17'
L12	S53°45'05"E	85.62'
L13	S75°08'35"E	42.59'
L14	S63°43'57"E	17.12'
L15	S76°43'20"E	67.87'
L16	S51°09'26"E	13.32'
L17	S77°31'51"E	30.89'
L18	S83°39'19"E	26.14'

GENERAL SUBDIVISION NOTES:

- BEARING BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET, DERIVED FROM GPS OBSERVATIONS.
3. ALL 'CIRS' ARE 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "LANDPOINT" UNLESS OTHERWISE NOTED.
- MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
- WATER SERVICE IS PROVIDED BY: GEORGETOWN UTILITIES SERVICES
- ELECTRIC SERVICE IS PROVIDED BY: PEDERNALES ELECTRIC COOPERATIVE
- THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL

**Commissioners Court - Regular Session**

**52.**

**Meeting Date:** 06/06/2023

License agreement with Stonewall Ranch Master Community Inc – Pct 2

**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 Stonewall Ranch Master Community, Inc. – Precinct 2.

**Background**

This license agreement is to allow Stonewall Ranch Master Community, Inc. to install and maintain landscaping and irrigation within the rights-of-way of the Stonewall Ranch North Section 13 subdivision.

**Fiscal Impact**

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

license agreement (partial executed) - Stonewall Ranch Sec 13

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 11:58 AM

Started On: 06/01/2023 11:47 AM

**WILLIAMSON COUNTY**  
**LICENSE AGREEMENT**

**WILLIAMSON COUNTY**, a political subdivision of the State of Texas (“County”), and Stonewall Ranch Master Community, Inc., a non-profit corporation (“Licensee”), enter into this License Agreement (“Agreement”) upon the terms and conditions set forth below.

I. **PURPOSE OF LICENSE AGREEMENT**

Licensee has requested permission from County to install and maintain additions, including, but not limited to landscaping, lighting, fencing, signage and irrigation (collectively referred to herein as the “Licensee’s Improvements”) in portions of the County’s right-of-way. The County grants to Licensee permission to install 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 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 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 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 Five Hundred Thousand and No/100 Dollars (\$500,000.00), 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. 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.

B. 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 remove and/or replace all of Licensee's Improvements.

C. 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.

D. 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 begin on the Effective Date set forth above the signature of the parties herein below, 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. This Agreement may be revoked and terminated at any time by resolution of the Williamson County Commissioners Court 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, this Agreement is revocable by the County and deemed to be required by the public interest if:

1. the 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, 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 (3<sup>rd</sup>) 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:**

Stonewall Ranch Master Community, Inc. \_\_\_\_\_  
11950 Jollyville Rd \_\_\_\_\_  
Austin, Texas 78759 \_\_\_\_\_  
E-mail: [carrie.martin@goodwintx.com](mailto:carrie.martin@goodwintx.com) \_\_\_\_\_

with copies to: Taylor Morrison Homes \_\_\_\_\_  
9601 Amberglen, Building G, Suite 200 \_\_\_\_\_  
Round Rock, Texas 78681 \_\_\_\_\_  
E-mail: [dduran@taylormorrison.com](mailto:dduran@taylormorrison.com) \_\_\_\_\_

**To County At:**

Williamson County Engineer  
3151 S. E. Inner Loop, Suite B  
Georgetown, Texas 78626  
E-mail: [adam.boatright@wilco.org](mailto:adam.boatright@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. 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,**  
a political subdivision of the State of Texas

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

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

Representative Capacity: As Presiding Officer of the  
Williamson County Commissioners Court

Date: \_\_\_\_\_, 20\_\_

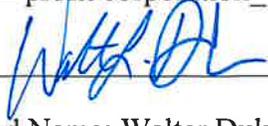
THE STATE OF TEXAS            §  
  §  
COUNTY OF WILLIAMSON       §

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:**

Stonewall Ranch Master Community, Inc.,  
a non-profit corporation

By: 

Printed Name: Walter Duke

Title: President

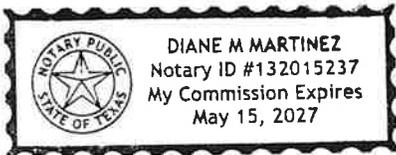
Date: May 17, 2023

ATTEST:

By:   
Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON   §

This instrument was acknowledged before me on this the 17<sup>th</sup> day of May, 2023,  
by Walter Duke, President of Stonewall Ranch Master Community, Inc, a non-profit corporation.



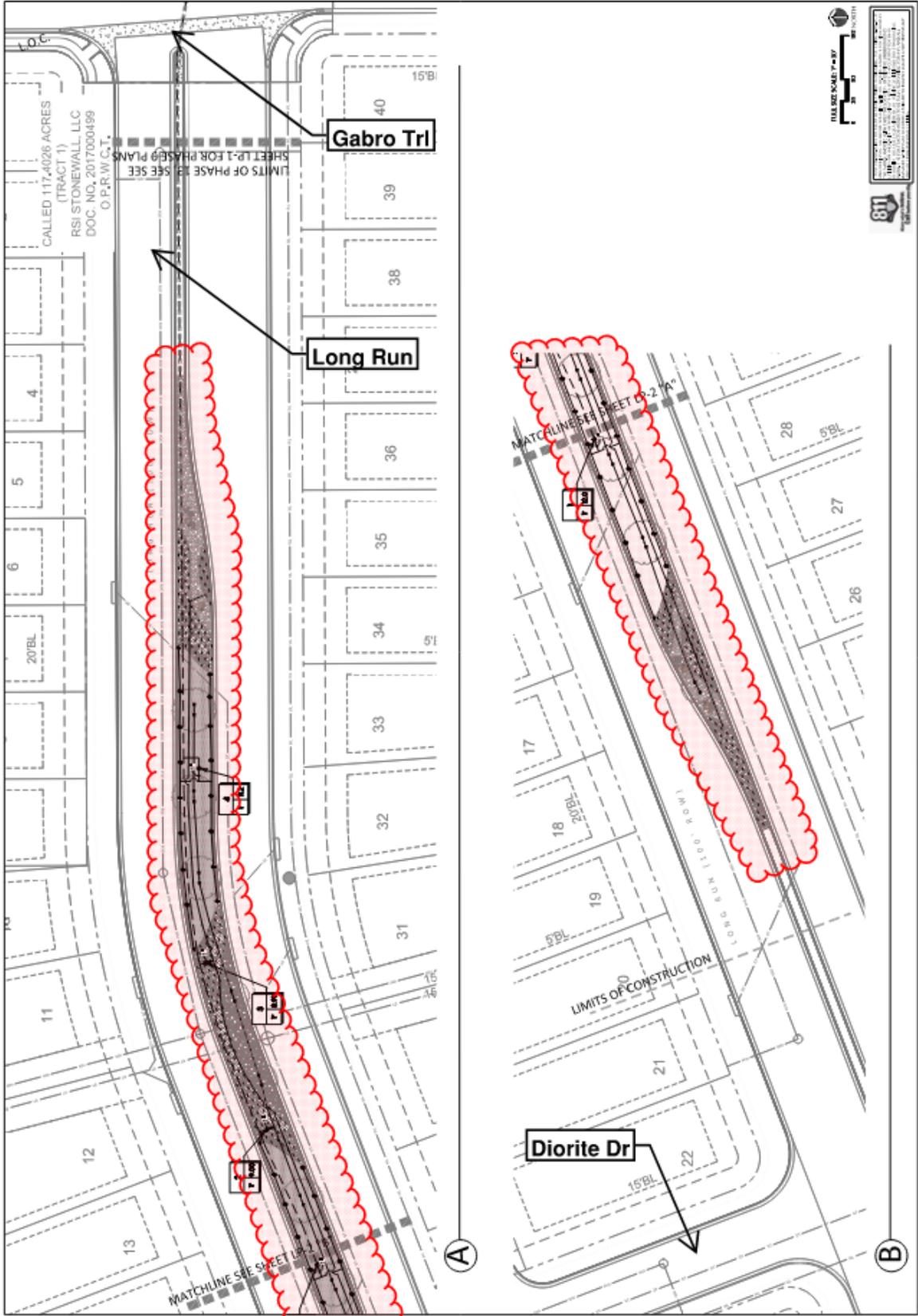
  
NOTARY PUBLIC, State of Texas

EXHIBIT "A"

**LICENSED PROPERTY**

The portions of public rights-of-way behind the back of curb and inside the raised median areas of said rights-of-way within and adjacent to the portion of Long Run located within the Stonewall Ranch North Section 13 subdivision and depicted in **Exhibit "A-1"**. For reference, the Stonewall Ranch North Section 13 subdivision is generally depicted in **Exhibit "A-2"**.

**EXHIBIT "A-1"**  
**LICENSED PROPERTY**





**Commissioners Court - Regular Session**

**53.**

**Meeting Date:** 06/06/2023

Discuss, consider, and take appropriate action on Resolution acknowledging Nancy Rister for 25 years of public service

**Submitted For:** Cynthia Long

**Submitted By:** Tammy Smith, Commissioner Pct. #2

**Department:** Commissioner Pct. #2

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on Resolution acknowledging Nancy Rister for 25 years of public service.

**Background**

**Fiscal Impact**

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

Resolution

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Tammy Smith

Final Approval Date: 06/02/2023

**Reviewed By**

Becky Pruitt

**Date**

06/02/2023 10:57 AM

Started On: 06/02/2023 10:21 AM

*State of Texas*  
*County of Williamson*  
*Know all men by these presents:*

That on the 6th day of June 2023 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Terry Cook, Commissioner Precinct One  
Cynthia P. Long, Commissioner Precinct Two  
Valerie Covey, Commissioner Precinct Three  
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

**RESOLUTION**

**WHEREAS**, Nancy Rister was born and raised in Brownfield, Texas and received her degree in Business Administration & Information Systems from the University of Teas of the Permian Basin in Odessa in 1982; and

**WHEREAS**, after college Nancy was active in her community in Midland, taking leadership roles in the local Republican Women's Club and presiding as Board President of the Permian Basin Center for Battered Women and Their Children; and

**WHEREAS**, when her husband, Milton Rister was transferred to Austin in 1989, Nancy quickly became engaged in the Georgetown area, becoming a charter member of the Georgetown Area Republican Women, a founding organizer of the Reagan Dinner; and a member of many organizations including the Newcomers, Friends of Georgetown, the Georgetown Lions and Kiwanis Clubs, as well as being an active member of Crestview Baptist Church; and

**WHEREAS**, Nancy was appointed to the office of County Clerk on June 5, 1998, went on to win her election bid in the General Election in November with more than 80% of the vote, and has since been elected to seven 4-year terms to serve the people of Williamson County; and

**WHEREAS**, over the past quarter of a century, Nancy has applied her accounting and management skills to oversee the modernization of the Clerk's office, including implementing the digitization of the record keeping process to preserve and maintain historic and current vital public records, ensuring residents are provided easy, affordable and prompt access; and

**WHEREAS**, during her years of public service Nancy has selflessly dedicated her time, energy and professionalism to improve the lives of families and businesses in Williamson County, and through her dedicated service was honored with the 2022 Five-Star Vital Registration Award.

**NOW THEREFORE BE IT RESOLVED**, that the Williamson County Commissioners Court, does hereby recognize Nancy Rister for her significant achievements, contributions, and exemplary public service record.

**RESOLVED THIS 6<sup>th</sup> Day of June 2023.**

---

Valerie Covey, Presiding Officer

**Commissioners Court - Regular Session**

54.

**Meeting Date:** 06/06/2023

2024 Benefit Committee Employee Benefit Plan Recommendations

**Submitted For:** Rebecca Clemons

**Submitted By:** Shelley Loughrey, Human Resources

**Department:** Human Resources

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on behalf of the Williamson County Benefits Committee recommendations for the 2024 Williamson County Employee Benefit Plan Year.

**Background**

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**Fiscal Impact**

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

2024 Wilco Benefit Plan Recommendations

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 05/31/2023

**Reviewed By**

Becky Pruitt

**Date**

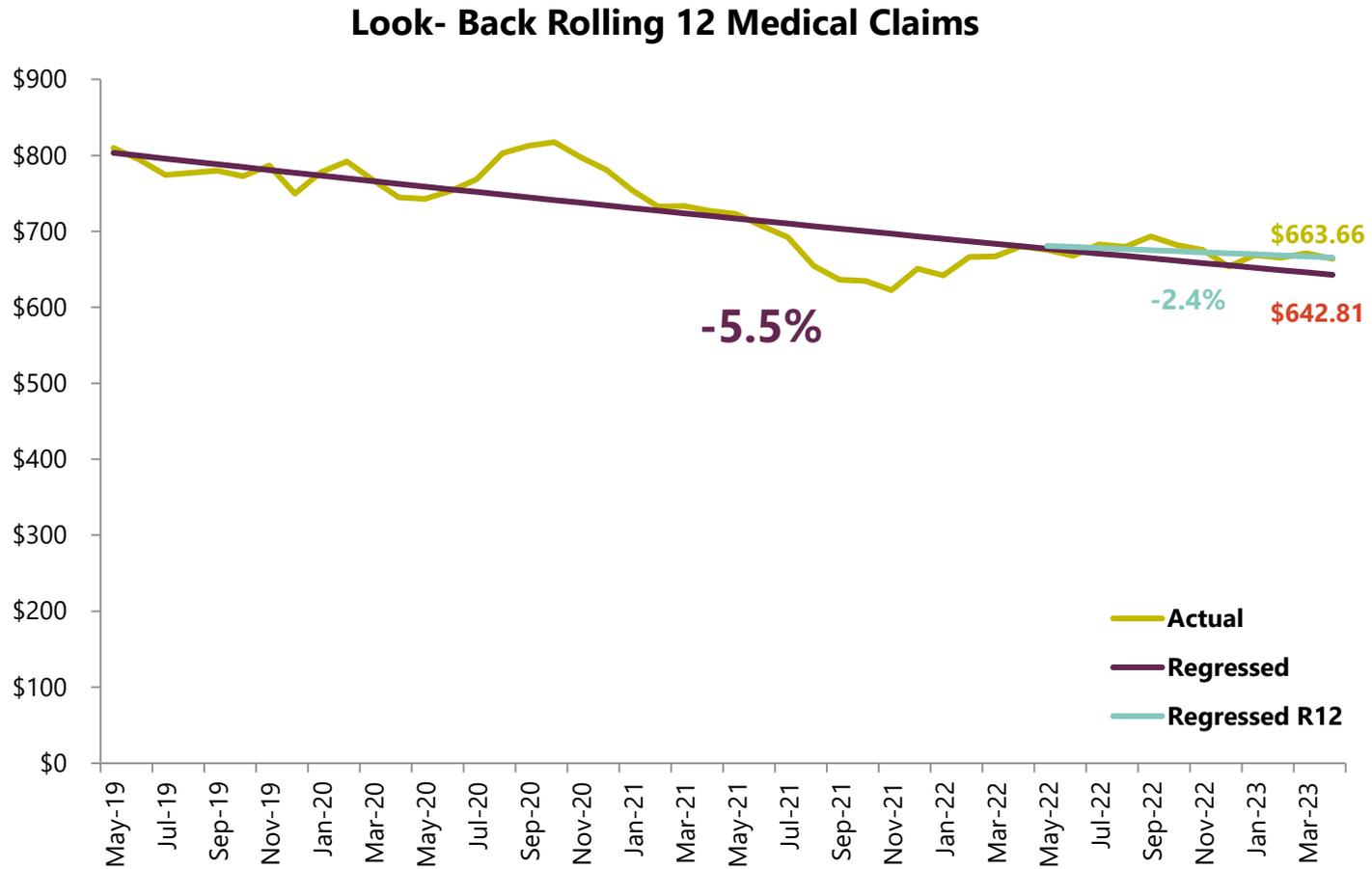
05/31/2023 10:11 AM

Started On: 05/31/2023 08:12 AM



**WILLIAMSON COUNTY**  
**2024 BENEFITS FUND BUDGET –**  
**BENEFIT COMMITTEE RECOMMENDATIONS**  
**JUNE 6, 2023**

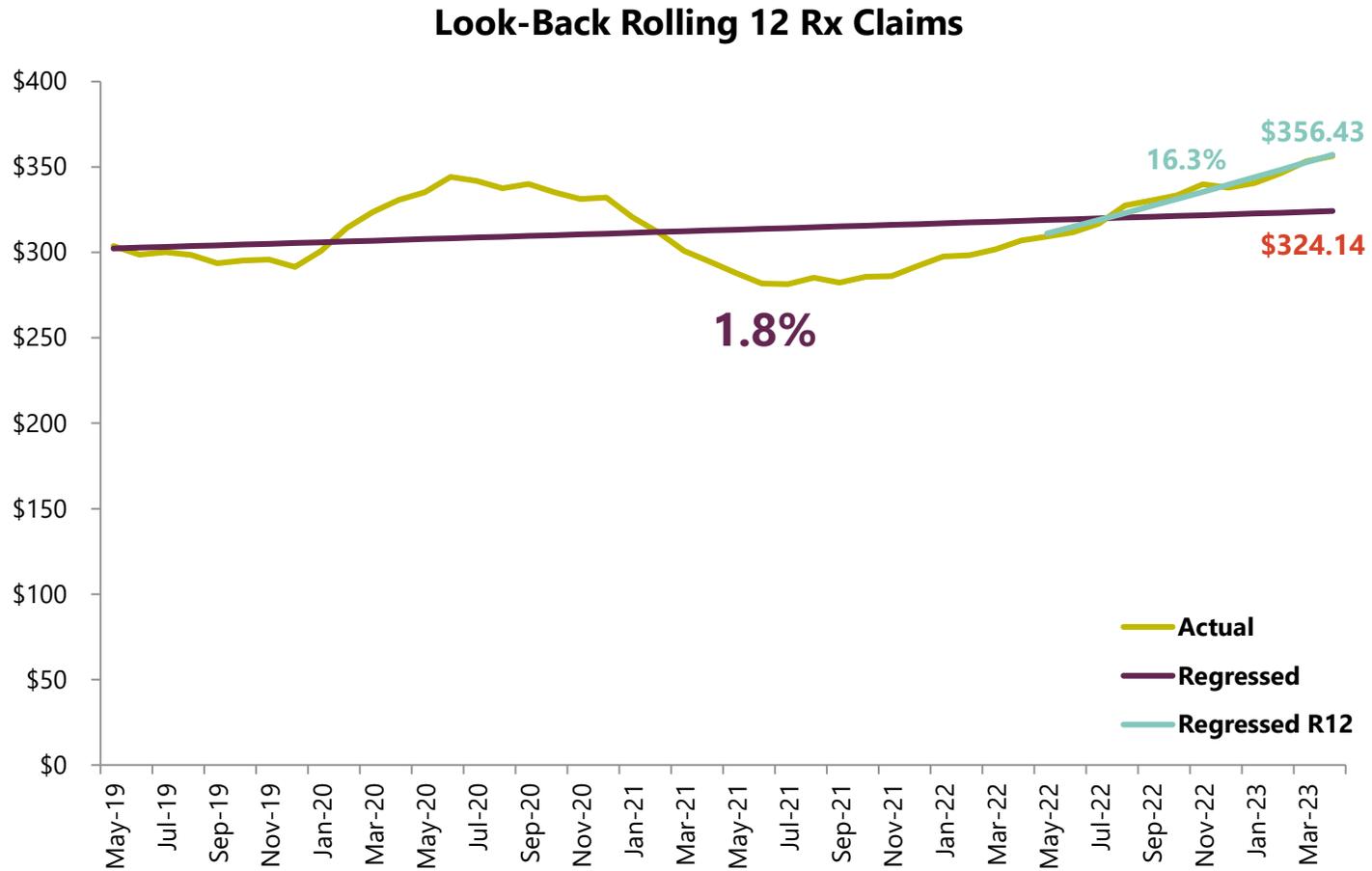
# MEDICAL CLAIMS PER EMPLOYEE PER MONTH TREND



Rolling 12 Average PEPM is 2.4% lower than Prior Rolling 12 Average PEPM



# PHARMACY CLAIMS PER EMPLOYEE PER MONTH TREND



**Rolling 12 Average PEPM is 16.3% higher than Prior Rolling 12 Average PEPM**



# 2024 PLAN YEAR ASSUMPTIONS

- **Medical/Rx**

- Projected costs based on Williamson County claims experience through April 2023
- Medical trend assumption of 7.4%, and Rx trend of 9.8% based on 2023 Segal Health Plan Cost Trend Survey
- Medical Past Coverage Level (PCL) selected at 65<sup>th</sup> percentile
- Rx PCL selected at 50<sup>th</sup> percentile
- Plan Changes:
  - Reduce Navigate PCP copay from \$30 to \$25, Specialist from \$55 to \$45
  - Reduce Choice+ PCP copay from \$30 to \$25, Specialist from \$55 to \$50
  - Reduce HSA Employee Only tier monthly contribution from \$44 to \$0
  - Expand Acupuncture coverage with UHC vs. current limited coverage
  - Offer enhanced Hearing Aid benefits
- Assumes 0% increase to current admin fees
- Assumes +20% increase to current Individual Stop Loss coverage fees, subject to final negotiation
- Assumes 2024 County budget rates will decrease slightly, and Employee/Retiree contributions will remain flat in plan year 2024



# 2024 ASSUMPTIONS (CONT'D)

- **Dental**

- Projected costs based on Williamson County experience through April 2023
- Dental trend of 4% based on 2023 Segal Health Plan Cost Trend Survey
- Dental PCL selected at 40<sup>th</sup> percentile
- Assumes no plan design changes
- Assumes 0% increase to current admin fees
- Assumes 2024 budget rates and EE contributions will remain flat

- **Vision**

- No changes. Vision coverage is fully-insured
- Vision premiums are employee-pay-all

- **Life Insurance**

- Increase Employer paid Employee Life insurance from \$20k to \$50k
- Increase Employer paid Spouse Life insurance from \$5k to \$10k
- Increase Employee voluntary life election up to \$400k

## **New- Wellness**

- For 2024 \$40 per quarter massage reimbursement for EE's only

## **FSA – 2024**

- Allow up to \$250 Rollover



# 2024 MEDICAL/RX PLAN DESIGN

	Current Plan Year (2023)		2024 Plan Year	
	In-Network Benefits			
<b><u>Medical Plan Design</u></b>	<b>Navigate / Choice+ Plan</b>	<b>HSA Plan</b>	<b>Navigate / Choice+ Plan</b>	<b>HSA Plan</b>
Coinsurance	80%	80%	80%	80%
Annual Deductible (Individual)	\$2,000	\$3,000	\$2,000	\$3,000
Out of Pocket Max (Individual)	\$5,500	\$5,500	\$5,500	\$5,500
Physician Office Visit	\$30	Deductible / Coinsurance	\$25 / \$25	Deductible / Coinsurance
Specialist Office Visit	\$55	Deductible / Coinsurance	\$45 / \$55	Deductible / Coinsurance
Inpatient Hospital	80%	Deductible / Coinsurance	80%	Deductible / Coinsurance
Emergency Room	\$400	Deductible / Coinsurance	\$400	Deductible / Coinsurance
Urgent Care	\$45	Deductible / Coinsurance	\$45	Deductible / Coinsurance
<b><u>Pharmacy</u></b>	<u>Retail</u>	<u>Retail</u>	<u>Retail</u>	<u>Retail</u>
Rx Deductible	\$0	Integrated w/ Medical	\$0	Integrated w/ Medical
Generic	35% (\$10 Min/\$100 Max)	Deductible / Coinsurance	35% (\$10 Min/\$100 Max)	Deductible / Coinsurance
Preferred Brand	35% (\$40 Min/\$100 Max)	Deductible / Coinsurance	35% (\$40 Min/\$100 Max)	Deductible / Coinsurance
Non-preferred Brand	35% (\$75 Min/\$100 Max)	Deductible / Coinsurance	35% (\$75 Min/\$100 Max)	Deductible / Coinsurance
Specialty Pharmacy	\$125	Deductible / Coinsurance	\$125	Deductible / Coinsurance
<b><u>HSA Deposit (Individual/Family)</u></b>	N/A	\$1,500/\$1,500	N/A	\$1,500/\$1,500
Active Enrollment %	67% / 20%	13%	67% / 20%	13.0%



# 2024 BUDGET PROJECTION – INCLUDING PLAN DESIGN CHANGES

	2023 Budget	2024 HMA Projection
<b>Total Operating Expenses</b>	\$26,309,738.78	\$26,999,144.99
<b>Total Revenue Accounts</b>	\$24,622,347.00	\$26,579,308.48
<b>(Surplus)/Deficit</b>	\$1,687,391.78	\$419,836.51
<b>FTE Positions</b>	2,014	2,064
<b>FTE Funding</b>	\$844	\$800
<b><i>FTE Funding Change</i></b>		-5.2%



# 2024 MED/RX EMPLOYER/EMPLOYEE PLAN COST

With All Incentives				
	Employee Per Pay Period	Monthly Employee	Monthly Employer	Total Cost
<b>Navigate Plan</b>				
Employee Only	\$27.87	\$55.75	\$613.56	\$669.31
Employee/Spouse	\$111.40	\$222.81	\$1,283.14	\$1,505.95
Employee/Child	\$58.38	\$116.76	\$1,221.86	\$1,338.62
Employee/Family	\$116.76	\$233.52	\$1,941.74	\$2,175.26
With All Incentives				
	Employee Per Pay Period	Monthly Employee	Monthly Employer	Total Cost
<b>Choice Plus Plan</b>				
Employee Only	\$108.73	\$217.45	\$518.79	\$736.24
Employee/Spouse	\$180.50	\$360.99	\$1,295.55	\$1,656.55
Employee/Child	\$138.72	\$277.44	\$1,195.04	\$1,472.49
Employee/Family	\$208.35	\$416.70	\$1,976.09	\$2,392.79
With All Incentives				
	Employee Per Pay Period	Monthly Employee	Monthly Employer	Total Cost
<b>HSA Plan</b>				
Employee Only	\$0	\$0	\$642.56	\$642.56
Employee/Spouse	\$66.00	\$132.00	\$1,313.75	\$1,445.75
Employee/Child	\$24.12	\$48.23	\$1,236.88	\$1,285.11
Employee/Family	\$80.29	\$160.58	\$1,927.73	\$2,088.31

**Total Cost = Medical & RX claims + Administration  
+ Stop Loss Insurance costs**



# 2024 RETIREE CONTRIBUTIONS

## RETIRE PRIOR TO 2/1/2013

		PY 2023 Monthly Contributions			
		<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
Navigate Plan		\$55.75	\$222.81	\$116.76	\$276.60
	Choice +	\$217.45	\$360.99	\$277.44	\$475.36
		PY 2024 Monthly Contributions			
		<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
Navigate Plan		\$55.75	\$222.81	\$116.76	\$276.60
	Choice +	\$217.45	\$360.99	\$277.44	\$475.36
		Monthly \$ Increase			
		<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
Navigate Plan		\$0.00	\$0.00	\$0.00	\$0.00
	Choice +	\$0.00	\$0.00	\$0.00	\$0.00

		PY 2023 Enrollment			
		<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
Navigate Plan		6	2	2	0
	Choice +	3	2	0	0



# 2024 RETIREE CONTRIBUTIONS

## 8-15 YRS OF SERVICE, RETIRE AFTER 2/1/2013

		PY 2023 Monthly Contributions			
		<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
<b>Navigate Plan</b>		\$423.46	\$814.11	\$663.07	\$1,188.87
<b>Choice +</b>		\$597.73	\$1,055.13	\$858.03	\$1,430.97
		PY 2024 Monthly Contributions			
		<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
<b>Navigate Plan</b>		\$423.46	\$814.11	\$663.07	\$1,188.87
<b>Choice +</b>		\$597.73	\$1,055.13	\$858.03	\$1,430.97
		Monthly \$ Increase			
		<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
<b>Nexus Plan</b>		\$0.00	\$0.00	\$0.00	\$0.00
<b>Choice +</b>		\$0.00	\$0.00	\$0.00	\$0.00

		PY 2023 Enrollment			
		<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
<b>Navigate Plan</b>		4	3	0	0
<b>Choice +</b>		1	0	1	0



# 2024 RETIREE CONTRIBUTIONS

## 16+ YRS OF SERVICE, RETIRE AFTER 2/1/2013

		PY 2023 Monthly Premiums			
		<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
Navigate Plan		\$232.64	\$469.19	\$364.21	\$653.44
	Choice +	\$388.85	\$777.69	\$528.10	\$887.18
		PY 2024 Monthly Premiums			
		<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
Nexus Plan		\$232.64	\$469.19	\$364.21	\$653.44
	Choice +	\$388.85	\$777.69	\$528.10	\$887.18
		Monthly \$ Increase			
		<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
Nexus Plan		\$0.00	\$0.00	\$0.00	\$0.00
	Choice +	\$0.00	\$0.00	\$0.00	\$0.00

		PY 2022 Enrollment			
		<u>Employee</u>	<u>EE + Spouse</u>	<u>EE + Child</u>	<u>Family</u>
Navigate Plan		38	14	6	9
	Choice +	9	2	1	3



# 2024 PROPOSED DENTAL PREMIUMS

## NO INCREASE

Monthly Premiums				
Low Plan	Enrollment	2023	2024	Change
EE	236	\$34.00	\$34.00	\$0.00
ES	31	\$63.00	\$68.00	\$0.00
EC	61	\$70.00	\$70.00	\$0.00
EF	72	\$77.00	\$77.00	\$0.00
High Plan	Enrollment	2023	2023	Change
EE	392	\$47.00	\$47.00	\$0.00
ES	157	\$87.00	\$94.00	\$0.00
EC	169	\$95.00	\$95.00	\$0.00
EF	343	\$106.00	\$106.00	\$0.00

- Dental premiums are employee-pay-all
- Recommend holding rates flat for 2024



# 2024 PROPOSED VISION PREMIUMS

## NO INCREASE

Monthly Premiums				
Low Plan	Enrollment	2023	2024	Change
EE	361	\$12.69	\$12.69	\$0.00
ES	110	\$25.38	\$25.38	\$0.00
EC	109	\$27.67	\$27.67	\$0.00
EF	172	\$39.23	\$39.23	\$0.00
High Plan	Enrollment	2023	2024	Change
EE	241	\$17.36	\$17.36	\$0.00
ES	74	\$34.72	\$34.72	\$0.00
EC	72	\$37.84	\$37.84	\$0.00
EF	114	\$53.63	\$53.63	\$0.00

- Vision premiums are employee-pay-all
- Assumes 60% of actives + retirees will enroll in the Low Plan and 40% will enroll in the High Plan





**Commissioners Court - Regular Session**

55.

**Meeting Date:** 06/06/2023

6.6.2023 Wellness Updates

**Submitted For:** Rebecca Clemons

**Submitted By:** Shelley Loughrey, Human Resources

**Department:** Human Resources

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding the June 6, 2023, Wellness Update.

**Background**

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**Fiscal Impact**

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

**Attachments**

6.6.2023 Wellness Update

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 05/31/2023

**Reviewed By**

Becky Pruitt

**Date**

05/31/2023 10:12 AM

Started On: 05/31/2023 08:21 AM

# WELLNESS UPDATE

06/06/23



## Wellness Leaders: 31

Few departments still not represented

1<sup>st</sup> meeting coming soon!

## Key Dates:

Benefits and Health Expo:  
September 27<sup>th</sup>, 2023

Wellness Actions Due in  
Virgin Pulse no later than  
COB December 15<sup>th</sup>, 2023

No exceptions

**Commissioners Court - Regular Session**

56.

**Meeting Date:** 06/06/2023

draft2

**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 changes to the Employee Policy Manual.

**Background**

Please see attachments for details. All changes would be effective October 1, 2023, with the exception of the changes on Page 10 under the Pregnant Workers Fairness Act which goes into effect June 27, 2023, by federal law.

**Fiscal Impact**

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

EPM.draft2

updates.draft2

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 05/31/2023

**Reviewed By**

Becky Pruitt

**Date**

05/31/2023 03:42 PM

Started On: 05/31/2023 12:36 PM

**Williamson County  
Employee Policy Manual  
Effective TBD**

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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 **rolling** 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	<ul style="list-style-type: none"> <li>• Time and a half pay or compensatory time after 40 hours actually worked in a work week.</li> <li>• Determination of pay vs. comp time is based on departmental budget.</li> </ul>
Non-Exempt: Department of Infrastructure	YES	<ul style="list-style-type: none"> <li>• Time and a half compensatory time after 40 hours actually worked.</li> <li>• In the event of a public safety emergency, the Senior Director has the discretion to grant overtime pay at time and a half to those employees performing emergency response duties at the request of their supervisor.</li> </ul>
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 uses of accrued time off~~ do not count toward the accrual of overtime. ~~Such time-off accruals and~~ 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
<b>External Job Posting</b>	Vacant position is posted online through Human Resources.	A request to post must be sent to Human Resources.	Position will be posted through online hiring system for a minimum of 5 calendar days.
<b>Internal Job Posting</b>	Vacant position is posted internally through email or other written communication method within the hiring department only.	An email or manual written posting may be used to notify employees of the vacancy.	<ul style="list-style-type: none"> <li>• Notify internal employees of the opportunity and provide instructions on how they must apply (i.e. via resume, email response, etc.).</li> <li>• Applications should be accepted for a minimum of 5 calendar days.</li> </ul>
<b>Applicant Pool</b>	Candidate applications submitted in response to job posting.	Contact Human Resources to request applications from a previous posting for a position with the same title and grade within the past 180 days.	Applications will be provided through the online hiring system for the hiring manager to review.

## Candidate Selection Process

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

## Nepotism

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

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

# Employment

## **Hiring Post TCDRS Retirement**

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

## **Pre-Employment Screening**

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

## **Post Hire**

### **New Employee Orientation**

All new employees must 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. 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 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
<b>VACATION</b>	< 5 years = 3 Hours 5 minutes per pay period	80 hours	<ul style="list-style-type: none"> <li>Changes in work schedules may result in adjustments to leave balances &amp; accruals.</li> <li>Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employees.</li> <li>Proration may occur for full-time employees who work less than 30 hours per week.</li> <li>Contact Human Resources for more information.</li> </ul>
	5 to < 10 Years = 4 hours 37 minutes per pay period	120 hours	
	10 + years = 6 Hours 10 minutes per pay period	160 hours	
<b>VACATION</b> (EMS Paramedics on 24-hour shifts)	< 10 years = 5 Hours 32 minutes per pay period	144 hours (6 shifts)	
	10+ years = 6 Hours 27 minutes per pay period	168 hours (7 shifts)	
<b>SICK LEAVE</b> 480 hours accrual max	4 hours per pay period	N/A (Not paid at termination)	
<b>SICK LEAVE</b> (EMS Paramedics on 24-hour Shifts) 672 hours accrual max	6 hours per pay period	N/A (Not paid at termination)	<ul style="list-style-type: none"> <li>May be required to provide documentation.</li> <li>Not a substitute for vacation.</li> <li>Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employee (Effective 10/1/16).</li> </ul>
<b>FLOATING HOLIDAY*</b>	2 (8-hour) days per fiscal year (Effective October 1, 2017) Does not roll over	N/A (Not paid at termination)	<ul style="list-style-type: none"> <li>Only available to full-time employees.</li> <li>Available to new hires as of start date.</li> <li>Must be used by end of fiscal year.</li> <li>EMS Paramedics will receive up to 12 hours per day based on regular shift assignment.</li> </ul>
<b>HOLIDAY*</b>	<ul style="list-style-type: none"> <li>Part-time employees receive 4 hours</li> <li>Full-time employees receive 8 hours</li> </ul>	N/A (Not paid at termination)	<ul style="list-style-type: none"> <li>Dates are established by Commissioners Court and are subject to change annually.</li> <li>Employee must work or be on approved paid leave the day before and after the holiday.</li> <li>EMS Paramedics will receive up to 12 hours per day based on regular shift assignment.</li> </ul>

# Leave Chart

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

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

Type	Rate of Accrual	Max Accrual	Policy
<b>BEREAVEMENT LEAVE*</b>	2 (8-hour) days per fiscal year (Effective October 1, 2017) Does not roll over	N/A (Not paid at termination)	<ul style="list-style-type: none"> <li>• May be granted following the death of a friend or family member at the discretion of your department's leadership.</li> <li>• Documentation may be required.</li> <li>• EMS Paramedics will receive up to 12 hours per day based on regular shift assignment.</li> </ul>
<b>NON-EXEMPT PUBLIC SAFETY ADJUSTMENT</b>	4 hours per paid holiday, floating holiday, and bereavement day allotted; does not roll over	N/A (Not paid at termination)	<ul style="list-style-type: none"> <li>• Includes positions in Law Enforcement, Corrections and Emergency Services with some exceptions.</li> <li>• Max of 4 hours per shift and must be used with 8 hours of holiday, floating holiday, or bereavement to cover shift as scheduled.</li> <li>• Contact Human Resources regarding application of Public Safety Adjustment accruals within FMLA.</li> </ul>
<b>CIVIL LEAVE</b>	Includes jury duty, voting, work related court summons, USERRA (Uniformed Services Employment & Re-employment Rights Act)	N/A	<ul style="list-style-type: none"> <li>• Employee must show jury duty summons to their supervisor and must return to work if time permits. County employees will be paid if they are required to miss their regularly scheduled work shift, in addition to the jury pay from the court.</li> <li>• Time off to vote may be approved due to unusual circumstances, please refer to <a href="#">State of Texas Regulations</a>.</li> <li>• Civil Leave may be approved when an employee is summoned to testify for a case that is work related only.</li> <li>• The first 15 <u>business</u> days (per fiscal year) of Military Leave (USERRA) will be paid without the requirement of leave usage by the employee. Beyond the first 15 days the employee may choose to use vacation leave or be placed on leave without pay.</li> <li>• 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.</li> <li>• Contact HR for further information related to USERRA leave and benefit continuation.</li> </ul>
<b>BAD WEATHER</b>	As determined by order of the County Judge	N/A	<ul style="list-style-type: none"> <li>• Employee must be at work or scheduled and ready for work on the day of office closure.</li> <li>• Employees on approved leave of any type are not eligible.</li> <li>• If office closure continues beyond 5 consecutive days, employees must use vacation pay, compensatory time, personal holiday or unpaid leave unless otherwise determined by Commissioners Court.</li> </ul>
<b>ESSENTIAL PERSONNEL LEAVE</b>	As determined by order of the County Judge	N/A	<ul style="list-style-type: none"> <li>• <u>Essential Personnel Leave</u> is granted when exempt employees must work outside their regular schedule during an office closure that has been declared by the County Judge.</li> <li>• <u>FEMA reimbursement is possible.</u></li> <li>• EP leave must be used before the end of the current fiscal year.</li> </ul>
<b>BANKED HOLIDAY LEAVE</b>	Determined by number of hours worked on the holiday.	200 hours	<ul style="list-style-type: none"> <li>• Will not be paid upon termination if earned after 10/1/14.</li> </ul>
<b>COMPENSATORY LEAVE</b>	Refer to Overtime Policies for accrual.	240 hours	<ul style="list-style-type: none"> <li>• Must be used before vacation time.</li> </ul>

**\*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
<p style="text-align: center;"><u><b>Pregnant Workers Fairness Act (PWFA)</b></u></p>	<p>N/A</p>	<p>N/A</p>	<ul style="list-style-type: none"> <li>• <a href="#">PWFA, federal law effective 6/27/2023, outlines provision of reasonable accommodations for known limitations related to pregnancy, childbirth, or related medical conditions.</a></li> <li>• <a href="#">Leave to recover from childbirth is covered as an accommodation under PWFA when an employee is not eligible for Family Medical Leave Act (FMLA).</a></li> <li>• <a href="#">Contact Human Resources for more details.</a></li> </ul>
<p><b>WORKERS COMPENSATION LEAVE</b></p>	<p>Used by employees who must miss work due to an on-the-job injury.</p> <p>Contact HR for more information</p>	<p>N/A</p>	<ul style="list-style-type: none"> <li>• Any on-the-job injury must be reported immediately. Failure to report within 30 days of the injury may result in a denial of benefits including leave (Texas labor code Sec.409.001).</li> <li>• HR will serve as a liaison with the Worker's Compensation carrier regarding leave and medical care.</li> <li>• 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.</li> <li>• FMLA can run concurrently with lost time under workers' compensation and may provide for medical insurance continuation if you are receiving workers' compensation income benefits.</li> </ul>
<p><b>PAID QUARANTINE LEAVE</b></p>	<p>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.</p>	<p>N/A</p>	<ul style="list-style-type: none"> <li>• As defined by HB 2073 eligible County employees include peace officers, corrections officers, paramedics, and emergency medical technicians employed by, appointed by, or elected for a political subdivision.</li> <li>• Covers all employee benefits, including compensation for all regularly-scheduled shift hours, leave accruals, retirement benefits, and health plan benefits for the duration of the leave.</li> <li>• Quarantine reimbursements may also be submitted for reasonable related costs.</li> <li>• Contact HR for more information.</li> </ul>

# Family Medical Leave Chart

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

<b>Eligibility</b>	<ul style="list-style-type: none"> <li>• Worked for the County for at least 12 months.</li> <li>• Worked a minimum of 1250 hours in the last 12 months.</li> </ul>
<h2 style="margin: 0;">Basic FMLA</h2> <p style="margin: 0;">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.</p>	
<b>Entitlement</b>	<b>Qualifying Reasons/Policy</b>
<ul style="list-style-type: none"> <li>• 12 weeks, unpaid leave, per rolling year; if criteria is met including relationship rules.</li> </ul>	<p><b>Specified family and medical reasons:</b></p> <ul style="list-style-type: none"> <li>• Employee's own serious health condition.</li> <li>• To care for employee's spouse, child, or parent who has a serious health condition.                             <ul style="list-style-type: none"> <li>• Employees requesting leave to care for an immediate family member with a serious health condition may be required to submit proof of the familial relationship, such as a birth certificate or marriage license.</li> </ul> </li> <li>• Time off to care for a newborn child or the placement of a child with the employee for adoption or foster care. Employees are not eligible to utilize sick leave or sick leave pool without certification of the child having a serious medical condition.</li> </ul> <p><b>Concurrent application of available leave accruals:</b></p> <ul style="list-style-type: none"> <li>• Eligible employees with accrued leave will have the leave applied in the following order when the leave is related to a serious medical condition: sick, PTO, essential pay, banked holiday, floating holiday.</li> <li>• Eligible employees with accrued leave will have the leave applied in the following order when the leave is not related to a serious medical condition: PTO, essential pay, banked holiday, floating holiday.</li> <li>• Holiday leave will not bank, it will be utilized in the week earned.</li> <li>• 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.</li> </ul>

# Family Medical Leave Chart

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

## Military Family Leave – Qualifying Exigency Leave

Entitlement	Qualifying Reasons/Policy
<ul style="list-style-type: none"> <li>• Any period of absence due to or necessitated by USERRA-covered military service must be counted in determining an employee's eligibility for FMLA leave.</li> <li>• Employees may be entitled to take their Basic FMLA Leave for a</li> <li>• "Qualifying Exigency" if the employee's spouse, son, or daughter, or parent is a member of the National Guard, Reserves, or a regular component of the Armed forces, and on covered active duty or called to covered active duty.</li> </ul>	<p><b>Qualifying exigency is unpaid time off and may include:</b></p> <ul style="list-style-type: none"> <li>• Short-notice deployment when the military member is notified seven or less calendar days prior to deployment. This is limited to 7 days of leave.</li> <li>• Attending certain military events related to the call to duty.</li> <li>• To attend to childcare and school activities necessary to arrange for alternative childcare necessitated by the call to duty.</li> <li>• To attend to certain financial and legal arrangements as a result of the military member's absence while on duty.</li> <li>• In some instances, to attend counseling arising from the covered active duty or call to covered active-duty status of a military member.</li> <li>• To spend up to 15 days of leave with a military member on a short leave for rest and recuperation.</li> <li>• To attend post-deployment activities during the 90 days after the termination of the military member's covered active-duty status or to address issues related to the death of a military member while on covered active duty.</li> <li>• To care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty, such as to arrange for alternative care for a military member's parent, to provide care on an immediate need basis or to attend meetings with staff at a military member's parent's care facility.</li> <li>• Other activities arising out of the military member's covered active duty or call to covered active duty as agreed upon by the Company and the employee.</li> <li>• Eligible employees with accrued leave will have the leave applied in the following order: PTO, essential pay, banked holiday, floating holiday.</li> </ul>

# Family Medical Leave Chart

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

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

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

# Sick Leave Pool

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

# 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.

<b>Benefits</b>		
<ul style="list-style-type: none"> <li>• Full-time employees are eligible for medical, vision, dental, group term life, voluntary term life, FSA and voluntary supplemental benefits coverage on the first of the month following the completion of 30 days of employment.</li> <li>• The new-hire benefit enrollment period is 10 calendar days starting from the date of hire.</li> <li>• Current employees can make changes to benefits only during open enrollment or due to a qualified life event.</li> <li>• If an employee is on leave under USERRA, it is the employee's responsibility to cancel benefits if they are no longer needed.</li> </ul>		
<b>Type</b>	<b>Policy</b>	<b>Premium Payment</b>
<b>Medical, Vision, Dental</b>	<ul style="list-style-type: none"> <li>• Full-time employees must enroll during new-hire enrollment period, open-enrollment period, or due to a qualified life event.</li> </ul>	<ul style="list-style-type: none"> <li>• Employees are responsible for the employee portion of all benefit premiums. If an employee is on leave without pay (LWOP), for any reason, unpaid premiums must be paid through payroll deductions upon return to work.</li> <li>• Employees who do not return to work, after LWOP, are responsible for unpaid premiums.</li> <li>• Failure to pay premiums will result in termination of benefits. Benefits termination will be determined based on the last payroll deduction.</li> <li>• Upon retirement, the retiree benefit premiums must be paid prior to the month of coverage.</li> </ul>
<b>Voluntary Term Life</b>	<ul style="list-style-type: none"> <li>• Full-time employees may purchase additional voluntary life insurance for themselves and their dependents during 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.</li> </ul>	
<b>Short Term Long Term Disability (STD/LTD)</b>	<ul style="list-style-type: none"> <li>• Full-time employees may select STD/LTD during 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.</li> </ul>	
<b>Flex Spending Account (FSA) Health &amp; Dependent Care</b>	<ul style="list-style-type: none"> <li>• Full-time employees may elect FSA during the above-mentioned enrollment periods. Maximums may apply.</li> </ul>	<ul style="list-style-type: none"> <li>• If an employee is on leave without pay, for any reason, the employee is responsible for the elected benefit deduction to be paid within the same elected tax plan year as the elected benefit.</li> <li>• Upon return from leave, benefit deductions will be recalculated based upon the number of the remaining pay periods within the tax year.</li> <li>• If contributions are unpaid, benefits may be terminated back to the last date of the pay period in which premiums are paid.</li> </ul>
<b>Health Spending Account (HSA)</b>	<ul style="list-style-type: none"> <li>• May only be elected in conjunction with enrollment in the High Deductible Health Plan.</li> <li>• Full-time employees may elect HSA during the above-mentioned enrollment periods.</li> <li>• Maximums may apply.</li> </ul>	
<b>Group Term Life</b>	<ul style="list-style-type: none"> <li>• Full-time employees receive group life insurance for themselves and covered spouse/children at no cost.</li> <li>• Dependents must be added by employee at time of enrollment.</li> </ul>	<ul style="list-style-type: none"> <li>• Premiums paid by employer regardless of active employee status.</li> </ul>
<b>Voluntary Supplemental Benefits</b>	<ul style="list-style-type: none"> <li>• Full-time employees may purchase these additional offerings during the above-mentioned enrollment periods</li> <li>• Evidence of Insurability may be required. Coverage is dependent upon carrier approval.</li> </ul>	<ul style="list-style-type: none"> <li>• If an employee is on leave without pay, premiums must be paid directly to vendors to avoid cancellation.</li> <li>• Once the employee returns to work, premiums will be deducted from paycheck as previously scheduled</li> </ul>
<b>Employee Assistance Program (EAP)</b>	<ul style="list-style-type: none"> <li>• EAP is provided to all full-time and part-time employees and offers 24/7/365 access to short-term counseling, WorkLife services, legal and financial consultations, ID theft and fraud resolution, wellness tools, and much more.</li> </ul>	<ul style="list-style-type: none"> <li>• EAP is provided at no cost to all full-time and part-time employees regardless of enrollment status in medical benefits.</li> <li>• EAP extends to household members.</li> </ul>

		<ul style="list-style-type: none"> <li>The benefit waiting period does not apply to EAP, which is available on start date.</li> </ul>
<b>Retirement</b>	<ul style="list-style-type: none"> <li>Williamson County has a very generous retirement plan which all full-time and part-time employees are required to contribute to every pay period.</li> </ul>	<ul style="list-style-type: none"> <li>See additional information on TCDRS in the Employment section.</li> <li>Visit TCDRS at <a href="http://www.tcdrs.org">www.tcdrs.org</a></li> </ul>

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## Expenditure Guidelines

Type	Policy
<b>General Travel Information</b>	<ul style="list-style-type: none"> <li>An advance will not be issued for travel expenditures.</li> <li>All travel expenses must be supported with an itemized receipt.</li> <li>All purchases for airfare, hotels, car rentals, and expense reimbursements require back-up documentation indicating the business purpose of the expense. Acceptable documentation must contain the dates, location, and purpose of the trip, which could include the following: training/meeting agenda, certificate of completion, conference registration, etc.</li> <li>Reimbursement for transportation costs will be at the most reasonable means of transport, such as purchasing Southwest Airlines tickets at the Wanna Get Away rate.</li> <li>Reasonable tips, not to exceed 20%, are allowed for alternate means of transportation, such as taxis, shuttles, and Uber rides.</li> <li>Additional expenses associated with the extended travel (such as a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals). Documentation is required to justify the expense.</li> <li>The use of travel websites such as Expedia, Priceline, Travelocity, etc., are prohibited as these expenses and taxes are not itemized, and generally do not have cancellation policies. Rental cars may 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.</li> <li>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, cancellation fees related to lodging, or unused travel arrangements.</li> <li>Personal purchases using a p-card are not allowed. If a charge is made on a p-card 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.</li> <li>Expense reimbursements &amp; p-card statements both require their own backup documentation (who, what, when, where) as applicable.</li> </ul>
<b>Expense Reimbursement</b>	<ul style="list-style-type: none"> <li>With the exception of per diem and mileage, all requests for reimbursement require itemized receipts.</li> <li>Each expense reimbursement must have the employee signature and department head approval.</li> <li>All expense reimbursements must be received in the Auditor's Office within 60 days of the incurrence of the expense. Any items over the 60 days will be denied reimbursement, unless specifically approved by the County Judge.</li> <li>Tax for meals, airline tickets, hotel stays, and parking are normally the only taxes that will be reimbursed for purchases. The sales tax exemption form is available on the <a href="#">Auditor's Portal</a>.</li> <li>Employees are responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds an employee submitted reimbursement contrary to these guidelines.</li> <li>Expenses incurred due to an employee or an elected official serving on a board or committee of an association related to County employment will only be reimbursed to the extent that the association does not reimburse. Documentation of the request for reimbursement, will need to be provided from the association along with the association's denial of the request.</li> <li>The Auditor's Office may request additional documentation for any or all reimbursements.</li> <li>Reimbursements for business travel require documentation showing the purpose of the trip, the location, the dates, and the person attending. (Who, what, when, and where)</li> <li>Hotel folios shall be included as backup.</li> </ul>

# Expenditure Guidelines

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

# Expenditure Guidelines

Type	Policy												
<b>Lodging</b>	<ul style="list-style-type: none"> <li>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.</li> <li>Lodging expenses are reimbursed only if travel is beyond a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.</li> <li>Government rate or least expensive rate should be requested at all times.</li> <li>Hotel accommodations require an itemized hotel folio as a receipt.</li> <li>When lodging is shared by two or more employees, the names of the authorized travelers should be noted on the receipt.</li> <li>Personal telephone charges, whether local or long distance, are not reimbursable.</li> <li>Single room rate charge plus any applicable tax is reimbursable, no exceptions.</li> <li>Valet parking is not allowed when self-park is available and accessible at the hotel, unless safety is a concern.</li> <li>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.</li> </ul>												
<b>Meals</b>	<ul style="list-style-type: none"> <li>Meals are reimbursable only for County business trips that are outside the County with the exception of:                             <ul style="list-style-type: none"> <li>Commissioners Court meetings that extend beyond 1:00 p.m.</li> <li>Off-site staff development opportunities that are held within the County.</li> </ul> </li> <li>Meal reimbursements are limited as follows:                             <table border="1" style="margin: 10px auto; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 70%;">Travel Type</th> <th style="width: 30%;">Daily Meal Reimbursement Maximum</th> </tr> </thead> <tbody> <tr> <td>Day-trip (work concluded by 8:00 pm)</td> <td>\$25</td> </tr> <tr> <td>Day-trip (work extends beyond 8:00 pm)</td> <td>\$59</td> </tr> <tr> <td>Overnight travel (excluding return travel date, see below)</td> <td>\$59</td> </tr> <tr> <td>• Day of return (travel concluded by 8:00 pm)</td> <td>\$25</td> </tr> <tr> <td>• Day of return (travel extends beyond 8:00 pm)</td> <td>\$59</td> </tr> </tbody> </table> </li> </ul> <ul style="list-style-type: none"> <li>The reimbursement of meal costs for day-trips will be reimbursed on the employee's paycheck and will be processed as taxable income.</li> <li>All meals not associated with an overnight stay are taxable.</li> <li>If an overnight stay occurs out of County, but the stay does not exceed a 45-mile radius from the Historic Courthouse, an employee may claim an amount up to the \$59.00 overnight allowance for meals, lodging will not be reimbursed.</li> <li>Any meals related to business travel cannot be charged to the p-card except in certain cases, approved in advance by the Auditor.</li> <li>Meal receipts are not required for per-diem.</li> <li>Alcoholic beverages are not reimbursed.</li> <li>If employment duties require traveling to alternate work locations within the County, meals are not reimbursable.</li> <li>Meals purchased for entertainment/business purposes are not allowed.</li> <li>Meal reimbursements are paid for County employees only.</li> </ul>	Travel Type	Daily Meal Reimbursement Maximum	Day-trip (work concluded by 8:00 pm)	\$25	Day-trip (work extends beyond 8:00 pm)	\$59	Overnight travel (excluding return travel date, see below)	\$59	• Day of return (travel concluded by 8:00 pm)	\$25	• Day of return (travel extends beyond 8:00 pm)	\$59
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# Expenditure Guidelines

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

# Expenditure Guidelines

## NON-REIMBURSABLE EXPENSES

Type	Examples
<b>Personal Purchases</b>	<ul style="list-style-type: none"> <li>• Damage to personal items (clothing, vehicle, etc.).</li> <li>• Personal phone calls.</li> <li>• Laundry services or personal clothing.</li> <li>• Personal doctor bills, prescriptions, and other medical services.</li> <li>• Entertainment, movie rentals, saunas, massages, or exercise facilities.</li> <li>• Baby-sitter fees, personal kennel costs, pet or house-sitting fees.</li> <li>• Expenses incurred by a spouse or other individual accompany you on a business trip.</li> </ul>
<b>Meals Food Drink</b>	<ul style="list-style-type: none"> <li>• Coffee, tea, and other related items used by employees while in the office.</li> <li>• Alcoholic beverages/tobacco products.</li> <li>• Drinking water services.</li> <li>• Refreshments for office parties, retirements, etc. (Excludes Employee Fund Allowable Events).</li> </ul>
<b>Travel</b>	<ul style="list-style-type: none"> <li>• Short-term or valet parking at the airport (other than short-term parking related to prison transports).</li> <li>• 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.</li> <li>• Non-Airport Parking: Valet service is not an option unless safety is a concern or self-park is not available.</li> <li>• Mileage to/from County functions not related to official County business (ex: retirement party).</li> <li>• Transportation to places of entertainment or similar personal activities.</li> <li>• Excessive weight baggage fees or cost associated with more than two airline bags.</li> <li>• Upgrades to airfare, hotel or car rental.</li> </ul>
<b>Miscellaneous</b>	<ul style="list-style-type: none"> <li>• Expenses related to County Government Week or holiday decorations.</li> <li>• Flowers/Plants.</li> <li>• Greeting, thank you, or holiday cards.</li> <li>• Fines and/or penalties.</li> <li>• Credit card delinquency or service fees.</li> <li>• Lifetime memberships to any association.</li> <li>• Donations to other entities.</li> <li>• Any items or fees that could be construed as campaigning, i.e., Chamber of Commerce or other civic organization dues, mileage, or meals; fees for parade entry; items with elected officials name (other than letterhead).</li> <li>• Sales tax on goods purchased.</li> <li>• Community outreach items exceeding <u>\$2-5</u> per item.</li> <li>• Purchases or services directly related to weddings performed by a judge.</li> </ul>

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

# Expenditure Guidelines

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

# Compensation

## Compensation Philosophy

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

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

## Salary Study

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

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

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

		<p>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</p>
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## Salary Study Findings

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

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

# Compensation

## Pay Frequency and Work Week

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

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

## Payroll Corrections

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

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

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

The effective date for salary changes will be scheduled to align with the first day of the pay period. Contact Human Resources regarding the recommended effective date for position changes.

## Salary/Position Changes

Type	Description/Policy	Pay +	Pay -	Approval Process	Additional Information
<b>Merit</b>	<ul style="list-style-type: none"> <li>Merit funding can only be used for performance pay increases.</li> <li>Merit is awarded based on job performance which is evaluated by the applicable department head or elected official. Therefore, an employee must receive a performance evaluation in order to be eligible for a merit increase.</li> <li>An employee is eligible for merit after 90 days in their current Position Control Number (PCN).</li> </ul>	<p>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.</p>	N/A	<ul style="list-style-type: none"> <li>Oracle workflow required.</li> <li>Each processing period will have a cut-off date.</li> <li>Employee must have completed 90 days of employment by that date.</li> <li>A line-item transfer form must be submitted in addition to the workflow.</li> <li>Merit can only be transferred out of the merit line item.</li> <li>Merit is not transferrable between positions.</li> </ul>	<ul style="list-style-type: none"> <li>District Court Reporters, Elected Officials, Director of Juvenile Services, County Auditor, Positions on the LE and C Charts are not eligible for merit increases.</li> <li>Merit for small departments with 4 or fewer merit-eligible employees who do not roll up to a department with an 8000 account, will be granted merit at 1% higher than the amount approved by the Commissioners Court not to exceed 5%. (i.e. if the Court approves merit at 3%, the small departments will receive 4%)</li> <li>Verification of evaluation required.</li> </ul>
<b>Position Salary Surplus</b>	<ul style="list-style-type: none"> <li>Cannot be used for merit increases.</li> <li>Cannot be requested to be moved between positions outside of November 1 through February 15.</li> </ul>	Refer to filling a vacancy, promotion and/or reclassification policies.	N/A	Refer to filling a vacancy, promotion, and reclassification policies.	Contact HR for additional requirements.
<b>Filling a Vacancy</b>	<p>When a current employee separates from employment or position. Applies to B Chart only.</p>	A vacant position may be filled with a salary up to 15% above the minimum of the pay grade. See promotion for current employees	N/A	Oracle workflow required.	The maximum salary for a position cannot exceed the budgeted annual salary even if the full amount may not be used during the budget year due to the position being vacant for part of the year (i.e. budgeted salary = \$30,000, position vacant 6 months = \$15,000 not used, when filled the maximum salary cannot exceed \$30,000 even though \$15,000 is unused).
<b>Retention</b>	An increase in pay that is awarded to an employee, as an incentive to retain them in their current position, when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer or department with a higher salary.	Maximum of 10% above the current salary*.	N/A	<ul style="list-style-type: none"> <li>Approval by Commissioners Court; public hearing required if additional funding is needed. Change will be effective on the first pay period after Court approval.</li> <li>Oracle workflow required.</li> <li>Verification required.</li> </ul>	Contact HR for additional requirements.
<b>Career Ladder Advancement</b>	A department with an approved career ladder may advance employees according to the parameters established in the career ladder documentation. Must be approved during the annual budget process, or between November 1 and February 15.	<ul style="list-style-type: none"> <li>Based on the steps in the chart or career ladder approved by Commissioners Court.</li> <li>No additional funding is allocated for career ladders. Surplus salary dollars must exist within the departmental budget.</li> <li>Maximum 10% above current salary.</li> </ul>	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
<b>Promotion</b>	<ul style="list-style-type: none"> <li>When a current employee is hired into a different position with a higher pay grade.</li> <li>No additional pay increases in the first 12 months with the exception of merit.</li> </ul>	Max 15% above minimum of the pay grade, or 10% above current salary, including overtime average, whichever is greater (Cannot exceed maximum of pay grade or budgeted amount for position)	N/A	<ul style="list-style-type: none"> <li>Oracle workflow required.</li> <li>HR will partner with Payroll and provide an overtime rate.</li> </ul>	Promotions and Merit cannot be processed during the same pay period.
<b>Demotion</b>	When a current employee is hired into a position with a lower pay grade or is demoted to a lower pay grade.	N/A	Maximum decrease to the minimum of the new pay grade.	Oracle workflow required.	<ul style="list-style-type: none"> <li>Written justification required.</li> <li>Salary may remain the same if within the new pay grade.</li> <li>Demotions within 90 days in Position Control Number (PCN) will revert to prior pay rate.</li> <li>Contact Human Resources for further information.</li> </ul>
<b>Lateral Moves</b>	When an employee moves to a new or like position with the same grade.	Can utilize money on new position up to 15% over minimum of the grade or employee's current salary, if higher.	Can utilize money on new position up to 15% over minimum of the grade or employee's current salary, if higher.	Oracle workflow required.	Contact HR for additional requirements.
<b>Shift Transfer</b>	<ul style="list-style-type: none"> <li>Current employee is transferred to a different shift with a higher pay grade.</li> <li>Viewed as lateral move.</li> </ul>	Cannot exceed max of pay grade or budgeted amount on the position.	N/A	Oracle workflow required.	
<b>Reclassification</b>	<p>A change in one or more positions which impacts the organization chart of the department or elected office as a result of one of the following:</p> <ol style="list-style-type: none"> <li>A position conversion is a significant change (defined as 40% or more) to the job description that includes the addition or deletion of significant duties and/or responsibilities. Will include title, grade, and/or FLSA status change. If the conversion results in a position change that is not consistent with the original intent of the position, it will be reviewed by the Budget Office.</li> <li>A minor reclassification (less than 40%) cannot occur outside of the Salary Study process, with the exception of changes that are due to turnover in a key position (elected/appointed official, department head or director) or a change to FLSA status as determined by HR.</li> <li>Submission of reclassification request through the budget software or HR Sharepoint, as determined by the type of request with back-up documentation.</li> </ol> <p>A position can only be reviewed for reclassifications during the annual budget, or between November 1st and February 15th.</p>	<p>Civilian positions: Minimum of the pay grade or up to 10% above current salary as determined appropriate during the approval process.</p> <p>L and C chart: Minimum of the pay grade or up to same step of current employee's tenure if slot is filled.</p>	Maximum decrease to the minimum of the new pay grade.	<p>Human Resources will review all reclassification requests and recommended changes will be placed on the Commissioners Court agenda for approval.</p> <p>*May require a public hearing</p>	<p>Support documentation required:</p> <ul style="list-style-type: none"> <li>Current job description(s), current ORG chart, proposed job description, proposed ORG chart and justification for review (i.e. turnover, added duties, etc.).</li> </ul>

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

# Compensation

## Tenure Salary/Position Changes

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

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

# Employee Responsibilities

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

# Employee Responsibilities

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

# Employee Responsibilities

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

# Employee Responsibilities

## Discipline

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

- Insubordination
- Conviction of a crime
- Falsification of records
- Conduct unbecoming of a County employee
- Violence in the workplace
- Harassment
- Abuse of sick leave
- Poor attendance
- Discrimination
- Theft
- 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.
- Any violations of this policy are subject to disciplinary action, up to and including termination.

# DOT Regulated Drug & Alcohol Testing

## Introduction

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

## Policy Statement

It is the policy of the County to comply fully with the regulations mandating pre-use, random, reasonable suspicion and post-accident drug and alcohol testing in accordance with regulations issued by the U.S. Department of Transportation. This policy applies to employees whose job requires them to obtain and retain a Commercial 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](mailto:humanresources@wilco.org)

## Definitions

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

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

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

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

# DOT Regulated Drug & Alcohol Testing

## **Prohibited Conduct**

### Alcohol Concentration

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

### On-Duty Use

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

### Pre-Duty Use

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

### Use following an accident

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

### Refusal to Submit a Required Alcohol or Controlled Substance Test

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

### Controlled Substance Use

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

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

### Controlled Substance Testing

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

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

# DOT Regulated Drug & Alcohol Testing

## Circumstances for Testing

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

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

# DOT Regulated Drug & Alcohol Testing

## Testing Procedures

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

### **DOT rules require a split specimen procedure.**

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

### **All urine specimens are currently analyzed for the following drugs:**

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

### **Testing is conducted using a two-stage process.**

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

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

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

# DOT Regulated Drug & Alcohol Testing

## Refusal to Submit to an Alcohol or Drug Test

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

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

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

## Consequences of Alcohol/Drug Misuse and Refusals

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

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

# DOT Regulated Drug & Alcohol Testing

## Information/Training

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

## Employee Assistance Program (EAP)

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

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

For additional policy information contact the Human Resources Department  
100 Wilco Way Suite HR101 Georgetown, TX 78626  
512-943-1533

**Williamson County Human Resources  
Proposed FY2024 Policy Manual Updates**

<b>Page</b>	<b>Description of Proposed Update</b>
2	Update measurement period for temp employment days to "rolling" calendar year.
3	Minor verbiage update for clarification regarding time-off accruals and overtime.
9	Update Military Leave Pay allotment to 15 "business" days to account for various shift durations and schedules.
9	Addition of reference to possible FEMA reimbursement for Essential Personnel hours
10	Addition of Pregnant Workers Fairness Act (PWFA); federal law effective 6/27/2023.
21	Update pricing limit for community outreach items from \$2 to \$5 each.
27	Update to align salary change effective dates to align with the first day of a pay period.

**Commissioners Court - Regular Session**

57.

**Meeting Date:** 06/06/2023

2023 Appointee Recommendation to the Williamson County Benefits Committee

**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 to appoint Matt Williamson, Senior Engineer with the Road, and Bridge Department to serve on the Williamson County Benefit Committee replacing former Williamson County Benefit Committee Member, Terron Evertson, County Engineer.

**Background**

**Fiscal Impact**

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

June 6, 2023 BC Committee Terms

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 05/18/2023

**Reviewed By**

Becky Pruitt

**Date**

05/18/2023 09:21 AM

Started On: 05/17/2023 06:07 PM

## **Williamson County Benefits Committee Member Terms**

<b>Term Non-Expiring</b>	*County Judge
<b>Term Non-Expiring</b>	*Commissioner
<b>Term Expires - December 31, 2023</b>	John Pelczar - Chairman
<b>Term Expires - December 31, 2023</b>	Matt Williamson
<b>Term Expires - December 31, 2025</b>	James Carmona
<b>Term Expires - December 31, 2025</b>	Cathy Mendoza
<b>Term Expires - December 31, 2025</b>	Mike Knipstein

**Commissioners Court - Regular Session**

58.

**Meeting Date:** 06/06/2023

Transfer of unused salary funds to overtime line item

**Submitted For:** Larry Gaddes

**Submitted By:** Larry Gaddes, County Tax Assessor  
Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

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

**Background**

Requesting to pay non-exempt staff for overtime in lieu of giving compensatory time. Accumulating comp time compounds the staffing issues that are already impacting our office's wait times and service levels. Our workload continues to grow as we continue to hire and train enough staff to fill our vacant positions. The requested funds will allow staff to process registrations and title transactions by the statutorily mandated deadlines required by the Transportation Code.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0499-001100	F/T Salaries	\$40,000.00
From	0100-0499-001101	P/T Salaries	\$20,000.00
To	0100-0499-001110	Overtime	\$60,000.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Larry Gaddes

Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

05/31/2023 03:43 PM

06/01/2023 11:34 AM

Started On: 05/31/2023 01:19 PM

**Commissioners Court - Regular Session**

59.

**Meeting Date:** 06/06/2023

TDEM on 2023 Severe Winter Storm Mara (DR-4705)

**Submitted By:** Cortney Husband, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the Grant Terms and Conditions required by Texas Division of Emergency Management (TDEM) for the submittal for reimbursement of expenditures incurred for 2023 Texas Winter Storm Mara (DR-4705-TX).

**Background**

The attached Grants Terms and Conditions requires Judge Gravell's approval in order to prompt activation for the reimbursement of expenditures related to 2023 Severe Winter Storm Mara (DR-4075).

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**Fiscal Impact**

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

Grant Terms and Conditions

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Cortney Husband

Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 09:56 AM

Started On: 05/31/2023 02:37 PM

## GRANT TERMS AND CONDITIONS

This Agreement (consisting of these terms and conditions and all exhibits) is made and entered into by and between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as "TDEM," and the award recipient, Williamson County, hereinafter referred to as the "Subrecipient." Furthermore, TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties." All subawards made under this agreement are subject to the same terms and conditions below.

Subrecipient may not assign or transfer any interest in this award without the express, prior written consent of TDEM and/or DHS/FEMA or other awarding agency.

- a. The term Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and DHS/FEMA guidance.
- b. A Recipient is also a "non-federal entity" for administration purposes.
- c. A Subrecipient is also known as a "Subgrantee" as used in governing statutes regulations and DHS/ FEMA guidance.
- d. A Subrecipient is also a "non-federal entity" for administration purposes.
- e. The "Grant" referred to in this agreement is an award to the Subrecipient passed through from TDEM to the Subrecipient.
- f. Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these grant terms and conditions, and to submit changes of Subrecipient Agents.
- g. Projects and any subsequent versions for those projects accepted by the Subrecipient and subsequently obligated or deobligated by DHS/FEMA are considered subawards to this grant agreement.
- h. TDEM uses contractors to administer subawards, both in communication with Subgrantees and the awarding agency. A Subgrantee's point of contact for all awards will be the regional Recovery or Mitigation Coordinator followed by the regional contractor. Subgrantees should update their primary points of contact with every new award in addition to each time a contact may change.
- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA or other awarding agency. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
  1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
  2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
  3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
  4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
  5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
  6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
  7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
  8. Request for Information and Documentation referred to as "Exhibit H"

## GRANT TERMS AND CONDITIONS

- B. **Failure to Perform.** In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this Grant, Subrecipient shall be liable to TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds

or any other grant program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

- C. **Funding Obligations.** TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by TDEM under this Grant shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
  2. Subrecipient shall contribute the match funds listed on the subaward.

Subrecipient shall refund to TDEM any sum of these Grant funds that has been determined by TDEM or DHS/FEMA to be an overpayment to Subrecipient or that TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to TDEM within thirty (30) calendar days after TDEM requests such refund. If the subrecipient is unable to refund the amount due at the time of request, they may request offset funds from other open projects under the same award or request a payment plan. If a subrecipient does not provide the amount requested within 30 calendar days, TDEM will first offset the amount with any available funds within the same award and may pursue other remedies to receive payment in full.

- D. **Performance Period.** The performance period for this Grant is listed on the subaward letter for each project. All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to TDEM within 60 days of the end of the performance period. Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to TDEM within 60 days of the end of the performance period. TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

- E. **Uniform Administrative Requirements, Cost Principles and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every project]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism

## GRANT TERMS AND CONDITIONS

- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<https://grants.tdem.texas.gov>

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. **Restrictions and General Conditions.**

1. **Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this

Page 3 of 20

## **GRANT TERMS AND CONDITIONS**

Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition,

## GRANT TERMS AND CONDITIONS

Federal funds may not be used to sue the Federal government or any other government entity.

2. Federal Employee Prohibition. Federal employees are prohibited directly benefiting from any funds under this Grant.
3. Points of Contacts. Within 10 calendar days of any change, Subrecipient shall notify TDEM of any change in designated of Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient. In the event a Subrecipient hires a consultant to assist them with managing its Public Assistance grants, they must be listed on the Designated Subrecipient Agent Form. TDEM will direct all correspondence to the Subrecipient but will cc: the consultant on all email exchanges. The Subrecipient will be responsible for sharing written communications with the consultant. The Subrecipient will remain the primary point of contact and must be included in all decision-making activities.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is accurate and is registered on Sams.gov. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) or other federally established site for contractor registration, and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
  - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
  - b. Where and when to report: Subrecipient shall report executive total compensation at [www.sam.gov](http://www.sam.gov) or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or

## GRANT TERMS AND CONDITIONS

suspending those persons deemed irresponsible in their dealings with the Federal government.

8. Direct Deposit. A completed direct deposit form from Subrecipient shall be provided to TDEM, prior to receiving any payments under the provisions of this grant. The direct deposit form is currently available at [grants.tdem.texas.gov](http://grants.tdem.texas.gov) under Resources/Public Assistance.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
10. Site Visits. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

### H. Procurement and Contracting.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318-326 and Appendix II to Part 200 (A-C) and (E-J)
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
  - a. Procurement by micro purchase
  - b. Procurement by small purchase
  - c. Procurement by sealed bid
  - d. Procurement by competitive proposal
  - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

## GRANT TERMS AND CONDITIONS

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

**Must** perform **cost/price analysis** for every procurement action in excess of the Simplified Acquisition Threshold.

**Must** negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/) and submitted for review.
  5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Grant, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A- 133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient

## GRANT TERMS AND CONDITIONS

from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

### **K. Retention and Accessibility of Records.**

1. Retention of Records. Subrecipient shall follow its own internal retention policy, or the state's retention policy, whichever is stricter. At a minimum, the subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.333-337, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

### **L. Changes, Amendments, Suspension or Termination**

1. Modification. DHS/FEMA or TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has

## GRANT TERMS AND CONDITIONS

been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.

3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. **Termination.** TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that Subrecipient has failed to comply with any term of this Grant. TDEM shall provide written notice of the termination and include:
  - a. The reason(s) for such termination;
  - b. The effective date of such termination; and
  - c. In the case of partial termination, the portion of this Grant to be terminated.
  - d. Appeal may be made to the Deputy Chief of the Texas Division of Emergency Management - Recovery & Mitigation.

M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require all payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless TDEM or DHS/FEMA expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O.

## GRANT TERMS AND CONDITIONS

12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** TDEM will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds.

At the completion and closure of all Subrecipient's projects (subawards), TDEM will request the Subrecipient to Certify the completion of all projects (subawards) in accordance with the grant terms and conditions to state there are no further claims under this subgrant.

The closeout of this Grant does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
  2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
  3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
  4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.
- P. **Notices.** All notices and other communications pertaining to this agreement shall be delivered in electronic format and/or writing and shall be transmitted by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party.

## EXHIBIT A

### ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

# GRANT TERMS AND CONDITIONS

## EXHIBIT B

### ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

# GRANT TERMS AND CONDITIONS

## Exhibit C

### Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
  1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List at: [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
  2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
  4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
  5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

# GRANT TERMS AND CONDITIONS

## EXHIBIT D

### State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. (See UGMS Section \_.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

## GRANT TERMS AND CONDITIONS

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

# GRANT TERMS AND CONDITIONS

## EXHIBIT E

### Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

# GRANT TERMS AND CONDITIONS

## EXHIBIT F

### Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Project Scoping meeting with the State-Federal team (or FEMA process equivalent).
2. All work must be done prior to the approved project completion deadline assigned to each Project (POP). For projects written at 100% complete, documentation must be submitted within 90 days of the Recovery Scoping Meeting (or FEMA process equivalent) or within 90 days of the work completion date (both Hazard Mitigation and Public Assistance), whichever is later, regardless of whether the project has been obligated. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. e.) Provides detailed milestones documenting expected progress. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request 90 days prior to the end of the period of performance may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding. The Subrecipient shall submit requests for cost overruns requiring additional obligations to TDEM, who will forward to FEMA for review and approval prior to incurring costs. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.
4. The Project Completion and Certification Report must be submitted to TDEM within 60 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report, or Duplication of Benefits form certifying other funds were received to complete the project.
5. A cost overrun appeal on small (\$128,900) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed. Appeals for Alternative Projects will be subject to the terms of the signed agreement for the Alternative Project.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by initiating a Request for Reimbursement (RFR) in TDEM's Grant Management System (GMS) or an Advance of Funds Request (AFR), and including documentation supporting your request. Small Public Assistance projects are paid upon obligation and will be initiated by TDEM personnel. Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter.
9. Subrecipients will be required to submit quarterly progress reports (QPR) for open large projects and all Hazard Mitigation Grant Program projects using TDEM's GMS. Your assigned Public Assistance and/or Mitigation Coordinator will coordinate the due date for your specific reporting. Reports shall record all

## GRANT TERMS AND CONDITIONS

information in an accurate and timely manner for each quarter. Detailed information regarding each item of information required is available on the form in GMS. Public Assistance program small projects are typically exempt from quarterly reporting, however TDEM reserves the right to require QPRs on any smalls requiring a POP extension. The first quarterly report will be due at the end of the first full quarter following the quarter in which the project was obligated. No quarterlies are required for projects that Subrecipient has initiated a closeout request and has provided a certificate of completion. Failure to submit required quarterly reports for two or more quarters can result in withholding or deobligation of funding for Subrecipients until all reports are submitted and up-to-date.

10. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.
11. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
12. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.
13. TDEM will be using the FEMA Public Assistance Delivery Model to facilitate the writing of project worksheets (Portal). Subrecipient will be responsible for establishing and maintaining an active account in the Portal and to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal will provide the Subrecipient visibility of the entire project writing process.
14. TDEM requires the use of its Grant Management System (GMS) for Subrecipient grant management functions. Subrecipient will access GMS to initiate Requests for Reimbursements (RFR), Advance of Funds Requests (AFR), Time Extensions, Scope and Cost change requests, Quarterly Progress Reports, Project Closeouts, Appeals, and other items deemed necessary by TDEM. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements. Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement.
- 16.2 CFR 200.210(a)(15), 2 CFR 200.331(a)(1)(xiii) and (a)(4) make reference to indirect cost rates. The Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10% de minimis rate of modified total direct costs (MTDC) (as per § 200.414) when receiving Management Costs.

# GRANT TERMS AND CONDITIONS

## EXHIBIT G

Match Certification

### **Additional Grant Certifications**

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (Projects) and amendments (versions) under this Grant Agreement.

Duplication of Program Statement

Subrecipient certifies there has not been, nor will there be, a duplication of benefits for this project.

Match Certification

Federal Debt Disclosure

Subrecipient certifies that it is not delinquent on any Federal Debt.

### **For Hazard Mitigation Projects Only:**

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

OR

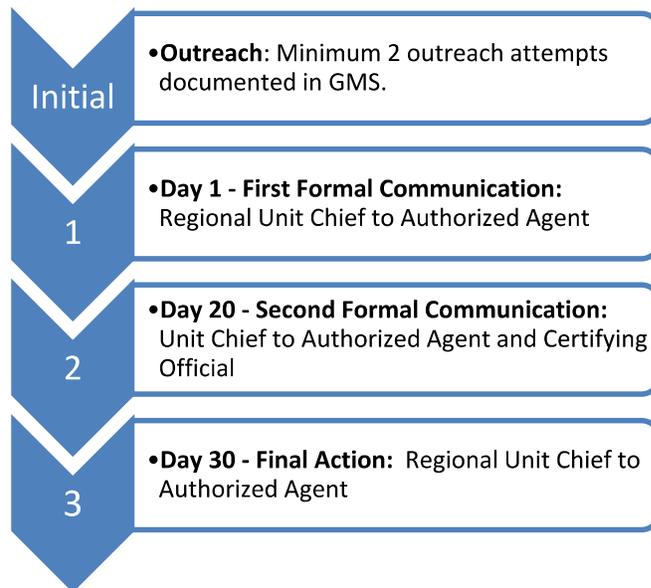
2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

# Formal Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework to support this endeavor following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the Formal RFI process as communication is the key to success.

**Scope:** This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to request for information. The timelines outlined below represent a single 30-day period, containing three milestones.

Generally, this 30-day RFI Timeline begins after TDEM sufficiently documents communication (minimum of two GMS documented forms of outreach) with the subrecipient that has been escalated up to the Regional Unit Chief regarding the requested documentation. However, nothing limits the ability of TDEM to issue either a First or Second Request.



## RFI Timelines

### First Formal Communication

The TDEM Regional Unit Chief will issue a read-receipt, high importance email to the subrecipient's Authorized Agent(s) highlighting previous requests and allowing thirty calendar days to provide the requested information.

### Second Formal Communication

TDEM staff will issue a formal reminder through a letter signed by the Unit Chief which is then emailed to the subrecipient's Authorized Agent(s) and Certifying Official informing them of the final ten business days remaining to provide the requested information. The Assistant Chief is to be copied on the email for visibility.

**Final Action**

If the RFI is not sufficiently answered, the Unit Chief will verbally contact the subrecipient's Authorized Agent(s) informing them of TDEM's intent to proceed with deobligation of funds or other remedies deemed appropriate by TDEM. Deobligation requires any previously paid funds to be returned to TDEM within thirty calendar days, per the State Administrative Plan.

## GRANT TERMS AND CONDITIONS

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

\_\_\_\_\_ Assurances – Non-Construction Programs, hereinafter referred to as “Exhibit A”

\_\_\_\_\_ Assurances – Construction Programs, hereinafter referred to as “Exhibit B”

\_\_\_\_\_ Certifications for Grant Agreements, hereinafter referred to as “Exhibit C”

\_\_\_\_\_ State of Texas Assurances, hereinafter referred to as “Exhibit D”

\_\_\_\_\_ Environmental Review Certification, hereinafter referred to as “Exhibit E”

\_\_\_\_\_ Additional Grant Conditions, hereinafter referred to as “Exhibit F”

\_\_\_\_\_ Additional Grant Certifications, hereinafter referred to as “Exhibit G”

\_\_\_\_\_ Request for Information and Documentation referred to as “Exhibit H”

**Please sign below to acknowledged acceptance of the grant and all exhibits in this agreement, and to abide by all terms and conditions.**

\_\_\_\_\_  
**Signature of Certifying Official**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name and Title**

**Commissioners Court - Regular Session**

60.

**Meeting Date:** 06/06/2023

Seward Jct Listing Ag

**Submitted By:** Hal Hawes, General Counsel

**Department:** General Counsel

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Commercial Real Estate Listing Agreement between Williamson County and McAllister & Associates relating to the lease of the county's property located at 75 Seward Junction Loop in Liberty Hill, Texas.

**Background**

**Fiscal Impact**

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

Listing Agreement

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 05/22/2023

**Reviewed By**

Becky Pruitt

**Date**

05/22/2023 09:48 AM

Started On: 05/19/2023 03:55 PM

**McALLISTER**  
**& ASSOCIATES**  
R E A L E S T A T E S E R V I C E S

**COMMERCIAL REAL ESTATE LISTING AGREEMENT  
EXCLUSIVE RIGHT TO LEASE OR RENT**

To McAllister & Associates, BROKER, Austin, Texas;

For and in consideration of the mutual agreement herein, by and between **Williamson County, Texas**, hereinafter called OWNER, and McAllister & Associates hereinafter called BROKER, whereby the OWNER or its duly authorized agent does hereby authorize and irrevocably give unto BROKER, the exclusive right and agency to Lease or Rent the following Property upon the following terms and conditions or on such other terms as approved by OWNER:

The following Property is located at **75 Seward Junction Loop in Liberty Hill, Texas**, and is legally described as: **That certain 1.7703 acres, more or less, out of the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas**

LISTING LEASE RATE: OWNER lists the Property for a NNN Lease with a base rate of \$0.46sf/\$1,840 month with Tenant responsible for Taxes, Insurance and Maintenance.

GENERAL CONDITIONS of PROPOSED LEASES: TAXES and INSURANCE. Tenant shall be responsible for the payment of real property taxes and building insurance (fire and extended coverage); Tenant shall be responsible for insurance coverage on its personal property situated on or about the Property. Tenant shall provide a Commercial General Liability Policy in the minimum amount of One Million Dollars (\$1,000,000) (combined single limit for bodily injury and property damage) per occurrence with a two million dollar (\$2,000,000) aggregate coverage for bodily injury or death, property damage and personal injury; Damages to Rented Premises coverage in the minimum amount of \$100,000; and Medical Expenses coverage in the minimum amount of \$10,000 for its use and occupancy of the Property such coverage naming OWNER as an additional insured.

UTILITIES. Tenant shall be responsible for the payment of any and all utilities;

MAINTENANCE. OWNER shall be responsible for slab and structural maintenance of the building, limited to the roof and exterior walls. Tenant shall be responsible for any and all other general maintenance including the interior walls, windows, electrical, mechanical and HVAC systems. Otherwise, Tenant shall be responsible for any and all maintenance of the Property, in all respects.

OWNER agrees to pay BROKER a Brokerage Fee equal to six percent (6%) the total rent to be paid during the term of the lease. Such Brokerage Fee shall be paid to BROKER upon the date Tenant begins to pay the monthly rent to OWNER, as applicable:

If OWNER subsequently extends or renews a lease or rental agreement with a tenant procured by BROKER under the terms of this Listing Agreement, OWNER shall pay BROKER an additional Brokers Fee equal to six percent (6%) of the total rent to be paid during such extension or renewal at the time such

extension or renewal commences, provided BROKER has performed brokerage services typical to the renewal of a commercial lease agreement.

If within one hundred twenty (120) days after the termination of this Listing Agreement (the Protection Period) OWNER leases or rents or agrees to lease or rent the Property to any person whose attention has been called to the Property by BROKER, any other broker, or OWNER during the term of this Listing Agreement, or to any person with whom BROKER, any other broker, or OWNER negotiated the lease of the Property during the term of this Listing Agreement, OWNER shall pay BROKER the Broker's Fee and any additional fees as provided herein, provided BROKER, prior to or within five (5) days after the termination of this Listing Agreement, has delivered or sent by regular or certified mail to OWNER written notice naming the persons whose attention has been called to the Property during the term of this Listing Agreement. If during the term of the Protection Period such lease occurs while the Property is listed exclusively with another Texas licensed real estate broker this paragraph shall not apply and OWNER shall not be obligated to pay Broker's Fee. The term "person" as used herein shall be broadly construed to include any individual or entity in any capacity.

OWNER does hereby certify and represent OWNER as having a fee simple title to and peaceable possession of the Property with all improvements and fixtures thereon, and the legal authority and capability to lease or rent such Property by indefeasible title. OWNER further certifies and represents that the Property has no known latent defects, other than the following; **none known**

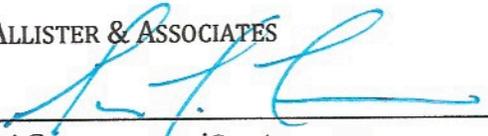
BROKER represents that it is a licensed Texas Real Estate Broker(TREC Corporate Broker's license No. 403756-15), a member in good standing with the following associations: National Association of REALTORS(NAR); Texas Association of REALTORS(TAR); Austin Board of REALTORS(AROR); Central Texas Commercial Brokers(CTCB); Austin Multiple Listing Service(AMLS); Real Estate Council of Austin(RECA); Austin Commercial Real Estate Society(ACRES); Certified Commercial Investment Member(CCIM); Commercial Leasing Brokers Association(CLBA); International Council of Shopping Centers(ICSC). OWNER agrees that all members of said organizations may act in association with BROKER in procuring or attempting to procure a tenant for the above-described Property. BROKER hereby promises and agrees to use its best efforts in attempting to lease or rent the Property in accordance with the terms and conditions of this Agreement. In pursuit of such efforts, BROKER is hereby authorized to advertise the Property using the marketing and advertising services described in the McAllister & Associates Company Profile. OWNER covenants to refrain from negotiation with any prospective purchasers or their agents or representatives who may contact OWNER directly and shall direct all such prospects and their agents or representatives to BROKER.

This Listing Agreement may be executed simultaneously or in multiple counterparts by electronic facsimile(FAX), and/or electronic mailed(e-mailed) .pdf images of original signatures of the parties, which when taken together shall constitute one original document.

This Listing Agreement shall commence on the date of the last party's execution below, and shall automatically terminate at 11:59 p.m. on the 31st day of March, 2024.

BROKER:

MCALLISTER & ASSOCIATES

By:   
Marci Cannon marci@matexas.com

Date: May 15, 2023

201 Barton Springs Road  
Austin, Texas 78704  
(512)422-5870 FAX(512) 472-2905

OWNER:

WILLIAMSON COUNTY

By: \_\_\_\_\_  
As Presiding Officer, Williamson County  
Commissioners Court

Date: \_\_\_\_\_, 2023

710 Main Street, Suite 101  
Georgetown, Texas 78626  
(512)943-1550 ctyjudge@wilco.org

**Commissioners Court - Regular Session**

61.

**Meeting Date:** 06/06/2023

Approval of Amendment and Extension Agreement for Armored Car Service from Garda CL Southwest, Inc. for Treasurer's Office

**Submitted For:** Joy Simonton

**Submitted By:** Misty Brooks, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving amendment and extension agreement #2023210 between Williamson County and Garda CL Southwest, Inc. for Armored Car Services in the amount of \$150,000.00, and authorizing the execution of the agreement.

**Background**

Garda CL Southwest, Inc. provides armored car services to twenty (20) Williamson County locations. The current contract, under RFP #1919, expired January 1, 2023. That contract was awarded December 12, 2019 under agenda item #22. This agreement extends RFP #1919 until January 11, 2024 with updated rates. RFP #22RFP111 was issued from June 7, 2022-July 28, 2022. No submissions were received. Because of no submissions, County policy allows a one-year contract with a vendor to be established based on a proposal provided to the County. After this year, this project will go out for solicitations again. Funding Source is 01.0100.0497.004300 as per FY23 budget. Point of contact is Scott Heselmeyer.

**Fiscal Impact**

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

Amendment and Extension Agreement  
RFP 1919 Contract

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Misty Brooks  
Final Approval Date: 06/01/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

06/01/2023 09:34 AM  
06/01/2023 09:35 AM  
Started On: 05/24/2023 12:50 PM

# AMENDMENT AND EXTENSION AGREEMENT

**County:** Williamson County, Texas, a political subdivision of the State of Texas

**County's Mailing Address:**

710 Main Street  
Suite 101  
Georgetown, Texas 78626

**Vendor:** Garda CL Southwest, Inc.

**Vendor's Mailing Address:**

2000 NW Corporate Blvd.  
Boca Raton, FL 33431

**Agreement Subject of this Amendment and Extension Agreement:**

Armored Car Services Agreement dated June 2, 2020, by and between Vendor and County (the "Agreement").

**Agreement to Extend Agreement:**

Vendor and County hereby agree to extend the Agreement for an additional term of one (1) year commencing as of January 12, 2023, and ending on midnight of January 11, 2024 ("Extended Term").

**Amendment of Agreement Terms, Covenants and Conditions**

**Amendment to Schedule A**

County and Vendor hereby agree the monthly rates set forth in Schedule A of the Agreement shall be amended as set forth in **Attachment 1**, and that such monthly rates in **Attachment 1** shall supplant and replace the current rates and become effective as of the last party's execution below.

**Extent of Amendment**

To the extent that any terms, covenants, or conditions of the Agreement contradict or conflict with the terms of this Amendment and Extension Agreement, the terms of this Amendment and Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term and any extended term thereafter.

**IN WITNESS WHEREOF**, the parties hereto have duly executed and delivered this Amendment and Extension Agreement to be effective as of the date of the last party's execution below.

**VENDOR:**

**Garda CL Southwest, Inc.**

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

Printed Name: Jennifer Frankel

Representative  
Capacity: SVP, Finance

Date: May 24, 2023

**COUNTY:**

**Williamson County, Texas**

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

Representative  
Capacity: As Presiding Officer of  
Williamson County Commissioners Court

Date: \_\_\_\_\_, 20\_\_\_\_

## Attachment 1

Site #	Site Name	Address Line 1	City	State	Postal Code	Current FREQ	Proposed Monthly Rate
7	Williamson County Treasurer's Office	710 SOUTH MAIN STREET	GEORGETOWN	TX	78626-5703	5x Week	\$555.50
7	Williamson County Tax Assessor Main	904 SOUTH MAIN STREET	GEORGETOWN	TX	78626-5829	5x Week	\$555.50
	Williamson County Cedar Park Annex	350 DISCOVERY BOULEVARD	CEDAR PARK	TX	78613-2260	5x Week	\$555.50
	Williamson County Taylor Annex	412 VANCE STREET	TAYLOR	TX	76574-3506	5x Week	\$599.50
	Williamson County Jester Annex	1801 EAST OLD SETTLERS BOULEVARD	ROUND ROCK	TX	78664-1905	5x Week	\$555.50
	Williamson County and Cities Health Dist	355 TEXAS AVENUE	ROUND ROCK	TX	78664-2565	3x Week	\$328.25
	Williamson Cnty Health Dist - Georgetown	100 WEST 3RD STREET	GEORGETOWN	TX	78626-5030	3x Week	\$328.25
	Williamson County Justice Center	405 MARTIN LUTHER KING JR STREET	GEORGETOWN	TX	78626-4901	5x Week	\$555.50
	Williamson County Sheriff's Office	508 SOUTH ROCK STREET	GEORGETOWN	TX	78626-5604	3x Week	\$328.25
	Williamson Cnty Justice of the Peace #4	211W WEST 6TH STREET	TAYLOR	TX	76574-3539	3x Week	\$354.25
	Williamson County Inner Loop Annex	301 SE INNER LOOP	GEORGETOWN	TX	78626-7586	3x Week	\$328.25
	Williamson Cnty WilcoWayAnnex/Purch Dep	100 WILCO WAY	GEORGETOWN	TX	78626-2600	5x Week	\$555.50
	Williamson County EMS	3189 SE INNER LOOP	GEORGETOWN	TX	78626-6388	2x Week	\$227.25
	Williamson Cnty Juvenile Facility Serv	1821 SE INNER LOOP	GEORGETOWN	TX	78626-6356	2x Week	\$227.25
	Williamson Cnty Maint Facility/Road Dist	3151 SE INNER LOOP	GEORGETOWN	TX	78626-6342	2x Week	\$227.25
	Williamson Cnty Regional Animal Shelter	1855 SE INNER LOOP	GEORGETOWN	TX	78626-6344	2x Week	\$227.25
	Williamson Cnty Southwest Regional Park	219 PERRY MAYFIELD	LEANDER	TX	78641-1689	2x Week	\$227.25
	Williamson Cnty Cntl TX Treatment Cntr.	601 NORTH ALLIGATOR STREET	GRANGER	TX	76530-0040	1x Week	\$114.98
	Williamson County Expo Center	210 CARLOS G PARKER BOULEVARD NW	TAYLOR	TX	76574-7021	1x Week	\$136.83
	Williamson County / Berry Springs Park	1801 COUNTY ROAD 152	GEORGETOWN	TX	78626-1951	1x Week	\$136.83

Garda's standard 5% security surcharge is applicable to the attached pricing

Garda's standard 10% insurance surcharge is applicable to the attached pricing

Variable rates updated to the following:

Attribute	Allowance	Fee
Items	30	\$2.45
Premise Time	10	\$4.97
Shipment Liability	50000	\$0.63
Off-Day Rate	n/a	\$65 Surcharge to Unit Rate
Holiday Service Surcharge	n/a	\$85 Surcharge
Dedicated Service Per Hour (2-hr Min)	n/a	\$188.71

Contract:

## **ARMORED CAR SERVICE AGREEMENT**

This Armored Car Service Agreement (the "Agreement") is made effective as of January 02, 2020 (the "Effective Date") by and between Garda CL Southwest, Inc., whose address is 2000 NW Corporate Blvd., Boca Raton, FL 33431 ( Hereinafter called "CARRIER") and Williamson County, Texas, a political subdivision of the State of Texas acting by and through her governing body, whose address is **100 WILCO WAY SUITE P101 GEORGETOWN TX 78626-2603** (Hereinafter called "CUSTOMER").

### **SECTION I: BASIC AGREEMENT**

The Parties both agree as follows:

1. **Service:** CARRIER agrees to render Services to CUSTOMER at the locations, times, prices, frequencies and liability limits set forth on Schedule A attached hereto and made a part hereof and upon such other terms and conditions as are set forth on Schedule A.
2. **Insurance:** During the Term of this Agreement, CARRIER shall maintain the insurance in the amounts and types set forth herein.
3. **Maximum Liability:** The Maximum Shipment Liability shall be as set forth on Schedule A hereof.
4. **Term:** The Term for Services under this Agreement shall be as set forth on Schedule A.
5. **Payment for Services:** CUSTOMER agrees to pay CARRIER for the Services, the sum set forth on Schedule A per month, plus all additional charges associated with special Service requests and any applicable surcharges pursuant to Schedule A.
6. **Entire Agreement:** This Agreement and any executed Schedule As constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

### **SECTION II. DEFINITIONS.**

- (a) The word "Holiday" as used in this Agreement shall mean the days designated on Schedule A. Holiday Service will be provided at the prices set forth on Schedule A.
- (b) The word "Property" shall mean currency, coins, precious metals, checks, notes, bonds, negotiable instruments, securities and all other things of value but excluding hazardous materials or materials for which transport is legally prohibited or restricted by applicable State or Federal Law.
- (c) The word "Sealed" as used in this Agreement shall mean closed in a manner that is reasonably designed to prevent easy access to the Property and that under normal circumstances would tend to reveal evidence of tampering or manipulation if unauthorized access were attempted
- (d) The word "Service" shall mean to call for Sealed Shipments said to contain Property, to receipt therefor, to perform any cash processing services and to deliver such funds to CUSTOMER's designated bank, either by ACH transfer or by armored transport, and to perform any other services set forth below or on Schedule A
- (e) The word "Shipment" as used herein shall mean the total Property in Sealed containers received by CARRIER at a single location from a single consignor for delivery to one other location to a single consignee.
- (f) The words "Reconstruct", "Reconstructed" and "Reconstruction" shall mean to identify checks only to the extent of determining the face amount of said checks and the identity of the maker and/or check numbers, account numbers, routing numbers, financial institution, and the identity of the maker and the endorser of each.

**SECTION III. SERVICE**

- (a) Service. CARRIER agrees to render Service to CUSTOMER at the locations, prices, frequencies and liability limits set forth in Schedule A attached hereto and made a part hereof and upon such other terms and conditions as are set forth on Schedule A.
- (b) Non-deliverables: When delivery of a Shipment cannot be made for any reason, CARRIER shall notify CUSTOMER and return the Shipment to CUSTOMER or to CARRIER'S vault for storage. Notification of such return shall be promptly given to CUSTOMER.
- (c) Premise Time: CUSTOMER understands that time is of the essence to CARRIER'S business; therefore, CUSTOMER agrees that CARRIER'S messenger shall be present no more than a maximum of five (5) minutes to make a pickup and/or delivery of Property. If said premise time exceeds the time stated herein, it is agreed that the messenger may leave and that such departure shall not be a breach of this Agreement. CUSTOMER may call and request that a Service call be made by CARRIER subsequent to such departure. By requesting same, CUSTOMER agrees to pay for said additional Service call at a rate to be established by mutual agreement, such charges to be in addition to regular Service charges.

**SECTION IV. INSURANCE.**

- (a) All Risk Insurance: CARRIER agrees at all times during the life of this Agreement to purchase and maintain insurance with a responsible insurance company to cover the loss or destruction of Property handled or protected by CARRIER, its agents or employees, on behalf of CUSTOMER pursuant to this Agreement. CARRIER agrees to furnish CUSTOMER with written evidence of compliance with this provision. It is understood and agreed that CARRIER shall not be liable in any capacity for loss or harm to CUSTOMER'S Property or for damages directly and/or proximately flowing from loss or harm to CUSTOMER'S Property while said Property is in the possession of CARRIER, nor shall CARRIER'S insurance carrier be required to cover such damages when same are caused by any of the following:
  - 1. Hostile or warlike action in time of peace or war, including but not limited to, action which hinders, combats or defends against an actual, impending or expected attack by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or by military naval or air forces, or by an agent of any government power, authority or force;
  - 2. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
  - 3. Any accident or catastrophe occurring at a government or private facility employing the use of atomic fission or radioactive energy whether in time of peace or war;
  - 4. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transport or trade.
- (b) Other Insurance: CARRIER shall maintain during the performance of the Services the following insurance.
  - (i) Worker's Compensation and Employers' Liability Insurance as prescribed by applicable law.
  - (ii) Comprehensive or Commercial General Liability Insurance (bodily injury and property damage), the limits of liability of such Insurance shall not be less than \$ 1,000,000 combined single limit per occurrence.
  - (iii) Automobile Bodily Injury and Property Damage Liability Insurance, covering owned, non-owned and hired automobiles, the limits of which shall not be less than \$ 1,000,000 combined single limit per occurrence.

**SECTION V. CUSTOMER INDEMNITY**

- (a) Indemnity: CARRIER agrees to defend, indemnify and hold harmless CUSTOMER from all claims, demands, actions and causes of action for damage or injury, including death, that are hereafter made or brought against CUSTOMER by any third party for the recovery of actual damages to the extent caused by reason of the negligence or willful misconduct of CARRIER, its employees or agents. CARRIER shall have no defense or indemnification obligation to CUSTOMER to the extent such damage or injury is caused by the negligence or willful misconduct of CUSTOMER, its employees or agents. In no case shall CARRIER be liable for or owe any duty of indemnification with respect to any exemplary, punitive or consequential damage claims by CUSTOMER or any third party arising from the loss or destruction of Property. CARRIER'S obligation with respect to any claim for damages by CUSTOMER or any third party with respect to any Property shall not exceed the Maximum Shipment Liability.

**SECTION VI. CARRIER LIABILITY**

- (a) Maximum Shipment Liability: Except as provided above, it is understood and agreed that CARRIER and its insurance company will be liable for loss of or damage to CUSTOMER Property inclusive of Reconstructive damage up to the maximum sum for each Shipment as set forth in Schedule A, which sum is the agreed maximum value of any single Shipment ("Maximum Shipment Liability"). The Service and liability obligations assumed by CARRIER and the rates charged by CARRIER are based, in part, upon the values of Shipments as declared herein by CUSTOMER, for the safe delivery or return of any Shipment of CUSTOMER'S in the possession of CARRIER, or in the possession of the agents or employees of CARRIER pursuant to the terms of this Agreement, it is therefore expressly agreed by the CUSTOMER that the provisions of this Agreement dealing with Maximum Shipment Liability to be accepted by CARRIER from the CUSTOMER for delivery to consignee, or from consignee, may not be waived or amended by any agent of CARRIER, but that such waiver or amendment may be made only with the written consent of an officer of CARRIER. CARRIER will not be liable for loss or damage to Property consigned to it in excess of the Maximum Shipment Liability unless CUSTOMER has paid all excess liability charges to the CARRIER for all Shipments of Property with a value in excess of the Maximum Shipment Liability amount.
- (b) Force Majeure: CARRIER shall not be in breach of this contract nor be liable in any capacity for damages, including but not limited to loss of interest, directly and/or proximately flowing from any delay in or failure to make pickups or deliveries on CUSTOMER'S behalf pursuant to the terms of this Agreement due to causes beyond CARRIER'S reasonable control, including strikes, work stoppages, lockouts, epidemics, pestilence, strikes by CUSTOMER or consignee's employees, work stoppages by CUSTOMER or consignee's employees, lockouts by CUSTOMER or consignee, war, rebellion, insurrection, hostilities, legal process, court action, mechanical failure, accidents, fires, acts of God, storms, flood, closed transportation routes or other causes beyond CARRIER'S reasonable control. It is understood and agreed that CARRIER is not a guarantor of any pickup or delivery times that may be established from time to time by custom, practice or agreement. Any such times are mere approximations or estimates; however, CARRIER agrees to use reasonable efforts to accommodate pickup and delivery times requested by CUSTOMER and agreed to by CARRIER.
- (c) LIABILITY CAP: EXCEPT IN THE CASE OF A SHIPMENT OF PROPERTY, WHEREIN THE MAXIMUM SHIPMENT LIABILITY LIMIT SET FORTH IN SCHEDULE A SHALL APPLY, CARRIER'S LIABILITY FOR DAMAGES (WHETHER A CLAIM THEREFOR IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE, OR OTHERWISE) CONNECTED WITH, OR ARISING UNDER, THIS AGREEMENT WILL BE LIMITED IN THE AGGREGATE FOR ALL CLAIMS TO AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO CARRIER FOR SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE FIRST EVENT THAT IS THE SUBJECT OF THE FIRST CLAIM (OR, IF TWELVE (12) MONTHS HAVE NOT YET ELAPSED SINCE THE EFFECTIVE DATE, THEN THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO CARRIER UNDER THIS AGREEMENT).

**SECTION VII. PROCEDURES.**

- (a) Authorized Messengers: CARRIER agrees to furnish CUSTOMER the CARRIER's secure Authorized Agent Card procedure to conduct deposit pickup and change order delivery. CUSTOMER may rely upon the Authorized Agent Card as evidence of authority of the messenger. CARRIER assumes no liability for Property delivered to any employee or other person, except those who display an Authorized Agent Card and arrive in full uniform.
- (b) Shipment Requirements: CUSTOMER agrees to cause all Shipments to be made by means of CUSTOMER placing CUSTOMER'S Property in Sealed packages or containers, of a mutually agreed upon type and design, which clearly and distinctly indicates the name and address of the consignor as well as the name and address of the consignee. CUSTOMER further agrees to clearly and distinctly set forth the value of each Shipment on the outside of the Sealed packages or container. CUSTOMER agrees that CARRIER, its agents or employees, shall have the right to refuse to pickup Shipments of Property which are not Sealed and properly marked by CUSTOMER as set forth above and that CARRIER assumes no liability for any damages or loss which may result as a consequence of such refusal to make a pickup. CUSTOMER further agrees that CARRIER shall not be liable for any mysterious disappearance of, shortage or damage to the contents of any Shipment unless the Shipment was properly Sealed at the time of delivery to CARRIER and shows evidence of tampering at the time CARRIER delivers said package to the consignee and the consignee immediately notes, in writing, the evidence of tampering on CARRIER'S receipt document. Absent notation on CARRIER'S receipt document by the consignee at the time of receipt, the burden of proof shall be on the CUSTOMER to show the CARRIER is responsible for such loss or claim related to a Sealed container said to contain Property. The parties agree that, while CUSTOMER may keep its own receipt and log book for its own internal purposes, CARRIER's receipt document shall be deemed the presumptive controlling document with respect to all Services rendered, including, without limitation, deposits delivered and received, timing, losses, shortages, overages, investigations, claims or litigation.
- (c) Duration of Shipment Liability: CARRIER'S possession of CUSTOMER'S Shipment begins only after an authorized messenger employed by CARRIER signs a receipt for and receives said Shipment into his/her physical custody, thereafter CARRIER'S possession of CUSTOMER'S Property terminates when and as an agent or consignee designated by CUSTOMER receives physical custody (i.e. physical possession or control) of the Shipment. It is understood and agreed that CARRIER'S liability for the handling or protection of CUSTOMER'S Property arises and exists solely and concurrently with CARRIER'S possession thereof.
- (d) Consequential Damages: IT IS UNDERSTOOD AND AGREED THAT UNDER NO CIRCUMSTANCES OR THEORY OF LIABILITY SHALL CARRIER AND/OR CARRIER'S INSURANCE COMPANY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO CUSTOMER OR ANY THIRD PARTY DIRECTLY OR ON BEHALF OF CUSTOMER RESULTING FROM OR OCCASIONED BY THE LOSS OF OR DAMAGE TO ANY SHIPMENT OF PROPERTY DELIVERED TO CARRIER PURSUANT TO THIS AGREEMENT.
- (e) Claims: It is understood and agreed that under no circumstances shall CARRIER and/or CARRIER'S insurance company be liable or responsible for any claim for loss of or damages to CUSTOMER'S Property which is not submitted in writing to the CARRIER within the greater of ninety (90) days after the date that said loss or damage is discovered or the minimum notice requirement under the law of the jurisdiction where the Service took place. Within thirty (30) days after the giving of written notice of a claim of loss or damage, CUSTOMER agrees to furnish CARRIER a detailed written statement of the circumstances surrounding such loss or damages as well as detailed written proof of such loss or damages in form reasonably satisfactory to CARRIER, which proof of loss shall be substantiated by the books, records and accounts of CUSTOMER and shall be subscribed and sworn to by CUSTOMER or its duly authorized officer. Failure of CUSTOMER to comply with the foregoing shall relieve and release CARRIER of any liability to CUSTOMER with respect to such claimed loss or damage.

- (f) Checks. CUSTOMER shall maintain an accurate record of all checks placed in any Shipment given to CARRIER and in the event of a loss, CUSTOMER agrees to promptly, diligently and completely cooperate with CARRIER in the Reconstruction and replacement of lost, destroyed or stolen checks which had been contained in any such Shipment. CARRIER'S sole liability shall be the payment to CUSTOMER of: (i) reasonable costs necessary to Reconstruct the checks plus any necessary costs because of stop payment procedures; (ii) the face value of checks that cannot be Reconstructed, provided adequate proof of the value thereof is presented to CARRIER, except those checks which would not be collectable at the time of loss, but not to exceed the limit of \$5,000.00 per Shipment for the unidentified checks. The maximum liability of CARRIER for the checks shall in no event exceed the Maximum Shipment Liability limit set forth in Schedule A which includes the aforesaid \$5,000.00 for the unidentified checks. Complete cooperation shall include but not be limited to, recovery of hard copy or electronic records of checks including, without limitation, point of sale information created by its employees, agents or customers; as well as, requests by CUSTOMER to makers of the missing checks to issue duplicates and in the event the makers refuse to do so, then to assert all of its legal and equitable rights against said makers. CUSTOMER agrees that CARRIER and CARRIER'S insurance company shall not be liable for damages directly or proximately flowing from CUSTOMER'S breach of this provision. Upon payment of a loss pursuant to this Agreement, CARRIER or its insurance company shall be subrogated to all CUSTOMER'S rights and remedies of recovery therefore. The CUSTOMER shall assign to the CARRIER, CUSTOMER'S right to receive payment under any check(s) for which CARRIER has reimbursed CUSTOMER and CUSTOMER shall execute any document necessary or reasonably desirable to perfect and accomplish such assignment.

#### **SECTION VIII. GENERAL.**

- (a) Payment for Services: CUSTOMER agrees to pay CARRIER for the Services, the sum set forth on Schedule A per month, plus all additional charges associated with special Service requests. Payment is due net 30 days from the date any invoice is received the Williamson County Auditor's Office. CUSTOMER understands and agrees that CARRIER reserves the right to charge interest as permitted by applicable law, per month or fraction thereof, on all balances that are not paid within 30 days following the time frames detailed in Section VIII (b) below. CUSTOMER further understands and agrees that CARRIER shall not be responsible to issue credits for erroneous billings that are more than ninety (90) days old as of the date the credit is requested. The prices quoted on Schedule A do not include state sales and transportation related taxes, local sales and transportation-related taxes or federal sales and transportation related taxes.
- (b) Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date CUSTOMER receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by CUSTOMER in accordance with Texas Government Code Section 2251.025.
- (c) Cost Increases: After the first year of the Term, Service rates will automatically increase annually by three percent (3%). CARRIER shall have the right to charge a surcharge for fuel as set forth in the matrix below, a security surcharge of five percent (5%), and insurance cost increases, provided that CARRIER must give CUSTOMER at least ninety (90) days' notice prior to implementing any charges related to insurance cost increases.
- (d) No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of CUSTOMER, the Williamson County Commissioners Court, or the Williamson County Judge.
- (e) Custom Fuel Surcharge Index and Methodology:  
Our fuel surcharge calculation method is based on the 3 week rolling average of the U. S. Energy Information Administration (eia.doe.gov). The Department of Energy website is updated every Tuesday and the National

average is the benchmark used.

Each month, the 3-week rolling average will be recalculated and the surcharge will be adjusted up or down based on the following matrix:

For any 3-week U.S. National Average Diesel Fuel price over \$4.00 add an additional 1% for every \$0.25 per gallon increase.

<u>Per Gallon</u>	<u>Surc</u>
Below-	0%
\$2.501-	1%
\$2.751-	2%
\$3.001-	3%
\$3.251-	4%
\$3.501-	5%
\$3.751-	6%

- (f) Jurisdiction and Venue. The parties agree that the terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue of this Agreement shall be Williamson County, Texas
- (g) Change in Conditions. CARRIER may increase the charges set forth in Schedule A upon written notice to CUSTOMER in the event of a change in economic conditions beyond CARRIER's reasonable control that increases the operating costs incurred by CARRIER, subject to express approval of the Williamson County Commissioners Court.
- (h) Termination for Breach. Either party may terminate this Agreement in the event of a material breach of this Agreement as follows: The non-breaching party shall give the breaching party a written notice specifying the alleged breach and thirty (30) days to cure the breach. If the breach is not cured within said time, the non-breaching party may terminate the contract effect the next day by giving a written notice of termination.
- (i) Termination for Convenience: Beginning on the first anniversary of the Effective Date of this Agreement, this Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, CUSTOMER will only be liable to pay CARRIER for Services rendered prior to the effective date of termination.
- (j) Proprietary Information and Texas Public Information Act: All material submitted to CUSTOMER shall become public property and subject to the Texas Public Information Act upon receipt. If a CARRIER does not desire proprietary information in the Agreement to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. CUSTOMER will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the CARRIER, CUSTOMER may choose to place such information on CUSTOMER's website and/or a similar public database without obtaining any type of prior consent from the CARRIER.

To the extent, if any, that any provision in this Agreement or the CARRIER's RFP Response 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 Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

(k) Integration, etc.: This Agreement shall become effective only when approved and signed by authorized representatives of the parties hereto. This Agreement, including all attachments, schedules and exhibits constitutes the entire agreement and understanding between the parties related to the subject matter hereof, and no representations, inducements, promises or agreements not embodied herein shall be of any force and effect. This Agreement shall be binding in accordance with its terms upon the parties hereto and their respective transferees, assigns and successors in interest; provided, however, this Agreement may be assigned by CARRIER to any parent, subsidiary, or affiliated corporation which it may hereafter acquire or with which it may be merged or consolidated, or to any corporation acquiring the business and assets of CARRIER, but this Agreement shall not be otherwise assigned by either party hereto without the prior express written consent of the other party, which consent shall not be unreasonably withheld. This Agreement may be altered, amended, or superseded solely by means of a writing signed by the parties hereto. The headings hereof are for convenience only and have no bearing on the interpretation of the terms of the Agreement.

(i) Right to Audit: Except as otherwise provided below, CARRIER shall create and maintain at its principal business office and preserve for a period of four (4) years from the date of their preparation, records of its business conducted under this Agreement. For purposes of clarity, CARRIER will not retain teller trash and surveillance videos will not be retained for more than ninety (90) days. CARRIER agrees that CUSTOMER or its duly authorized representatives shall, until the expiration of one (1) year 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 CARRIER which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, not more than once annually. CARRIER agrees that CUSTOMER shall have access during normal working hours to all necessary CARRIER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CUSTOMER shall give CARRIER at least fourteen (14) days prior written notice of intended audits. Any audits shall be subject to CARRIER's security protocols, including but not limited to verification of credentials of auditors, search of any containers, purses, briefcase or backpacks brought onto CARRIER's site and escort while on CARRIER's site.



IN WITNESS WHEREOF, the parties hereto intending to be bound have caused this Agreement to be executed, effective as of the Effective Date first written above, by their duly authorized representatives.

**Carrier**

GARDA CL Southwest, Inc.

By:

(Signature)

Jennifer Frankel

(Printed Name)

Title:

SVP, Finance

**Customer**

Williamson County

By:

(Signature)

Bill Gravel Jr.

(Printed Name)

Title:

Williamson County Judge



## Schedule A

FOR OFFICE USE ONLY	
Customer Account: Williamson County	Contract: 29536 (130-714621)

GARDA CL Southwest, Inc. ("CARRIER") and Williamson County ("CUSTOMER") agree that effective January 02, 2020 this Schedule A amends and is incorporated into the Armored Car Service Agreement between the parties (the "Agreement") dated as of January 02, 2020 (the "Contract Date") by adding or amending the following Customer rates, schedules, lists, liabilities, days, Term and/or terms.

(I) Term

The Agreement shall be in full force and effect from January 02, 2020 until January 01, 2023 (the "Expiration Date") unless earlier terminated by either party as permitted under Section VIII(h) or (i) prior to the Expiration Date.

(II) Holidays

CUSTOMER acknowledges that CARRIER observes the following Holidays for which a Holiday Service rate as set forth in Section III below shall apply.

- |                            |                      |                              |
|----------------------------|----------------------|------------------------------|
| (1) New Year's Day         | (6) Independence Day | (10) Thanksgiving Day        |
| (2) Martin Luther King Day | (7) Labor Day        | (11) Christmas Day           |
| (3) Presidents Day         | (8) Columbus Day     | (12) Family Day (NV Only)    |
| (4) Easter                 | (9) Veteran's Day    | (13) Admission Day (NV Only) |
| (5) Memorial Day           |                      | (14) Pioneer Day (UT Only)   |

It is understood and agreed that when a Holiday falls on a Sunday the following Monday shall constitute the Holiday; when a Holiday falls on a Saturday the preceding Friday, that Saturday, or the following Monday shall constitute the Holiday.

Status	**Effective Date	**Service Location	**Address	City	ST	**Product	**Monthly Price	Item Allowance	Liability Limit
Draft	1/2/20	Williamson County Treasurer's Office	710 SOUTH MAIN STREET	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$419.00	5	\$50,000.00
Draft	1/2/20	Williamson County Tax Assessor Main	904 SOUTH MAIN STREET	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$419.00	5	\$50,000.00
Draft	1/2/20	Williamson County Cedar Park Annex	350 DISCOVERY BOULEVARD	CEDAR PARK	TX	ARMORED TRANSPORTATION SERVICE	\$419.00	5	\$50,000.00
Draft	1/2/20	Williamson County Taylor Annex	412 VANCE STREET	TAYLOR	TX	ARMORED TRANSPORTATION SERVICE	\$518.00	5	\$50,000.00
Draft	1/2/20	Williamson County Jester Annex	1801 EAST OLD SETTLERS BOULEVARD	ROUND ROCK	TX	ARMORED TRANSPORTATION SERVICE	\$419.00	5	\$50,000.00
Draft	1/2/20	Williamson County and Cities Health Dist	355 TEXAS AVENUE	ROUND ROCK	TX	ARMORED TRANSPORTATION SERVICE	\$274.00	5	\$50,000.00
Draft	1/2/20	Williamson Cnty Health Dist - Georgetown	100 WEST 3RD STREET	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$274.00	5	\$50,000.00
Draft	1/2/20	Williamson County Justice Center	405 MARTIN LUTHER KING JR STREET	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$419.00	5	\$50,000.00
Draft	1/2/20	Williamson County Sheriff's Office	508 SOUTH ROCK STREET	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$274.00	5	\$50,000.00
Draft	1/2/20	Williamson Cnty Justice of the Peace #4	211W WEST 6TH STREET	TAYLOR	TX	ARMORED TRANSPORTATION SERVICE	\$274.00	5	\$50,000.00
Draft	1/2/20	Williamson County Inner Loop Annex	301 SE INNER LOOP	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$274.00	5	\$50,000.00

Draft	1/2/20	Williamson Cnty WilcoWayAnnex/Purch Dep	100 WILCO WAY	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$274.00	5	\$50,000.00
Draft	1/2/20	Williamson County EMS	3189 SE INNER LOOP	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$198.00	5	\$50,000.00
Draft	1/2/20	Williamson Cnty Juvenile Facility Servic	1821 SE INNER LOOP	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$198.00	5	\$50,000.00
Draft	1/2/20	Williamson Cnty Maint Facility/Road Dist	3151 SE INNER LOOP	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$198.00	5	\$50,000.00
Draft	1/2/20	Williamson Cnty Regional Animal Shelter	1855 SE INNER LOOP	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$198.00	5	\$50,000.00
Draft	1/2/20	Williamson Cnty Southwest Regional Park	219 PERRY MAYFIELD	LEANDER	TX	ARMORED TRANSPORTATION SERVICE	\$198.00	5	\$50,000.00
Draft	1/2/20	Williamson Cnty Cntl TX Treatment Cntr.	601 NORTH ALLIGATOR STREET	GRANGER	TX	ARMORED TRANSPORTATION SERVICE	\$100.00	5	\$50,000.00
Draft	1/2/20	Williamson County Expo Center	210 CARLOS G PARKER BOULEVARD NW	TAYLOR	TX	ARMORED TRANSPORTATION SERVICE	\$119.00	5	\$50,000.00
Draft	1/2/20	Williamson County / Berry Springs Park	1801 COUNTY ROAD 152	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$119.00	5	\$50,000.00

(\*\* Flagged for GARDA CL internal purposes only.)

The following rate schedule applies to the service locations listed above:

<b>**Product</b>		
ARMORED TRANSPORTATION SERVICE		
Williamson County Treasurer's		
Description	Price (\$)	Unit of Measure
OFF DAY IN-ROUTE \$ (Surcharge to base rate)	50.0000	TR
DED ARMORED CAR SERV 2 HR MIN	150.0000	HR
EXCESS LIABILITY (\$000's) \$	.5000	PT
EXCESS ITEMS \$	1.9500	UN
EXCESS PREMISE TIME	3.9500	MN
HOLIDAY SERVICE \$	65.0000	TR

(\*\* Flagged for GARDA CL internal purposes only.)

\* [N] By placing a "Y" in this box, CUSTOMER agrees and confirms that it captures such information as it deems necessary to fully reconstruct all checks in each Shipment. Accordingly, CUSTOMER, subject to the terms and conditions in the Agreement, declines any coverage by and waives any liability against CARRIER above the amount set forth in the Maximum Shipment Liability Checks, in exchange for not being assessed any excess liability charges for checks included in any Shipment above the Maximum Shipment Liability Checks amount. Otherwise, by placing an "N" in this box, the terms of Sections VI(a) & VII(f), will apply and additional and excess liability charges will be assessed for amounts in excess of the Maximum Shipment Liability Checks.

<b>(IV) Days of Services</b>									
**Service Location	City	State	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Williamson County Treasurer's Office	GEORGETOWN	TX	N	Y	Y	Y	Y	Y	N
Williamson County Tax Assessor Main	GEORGETOWN	TX	N	Y	Y	Y	Y	Y	N
Williamson County Cedar Park Annex	CEDAR PARK	TX	N	Y	Y	Y	Y	Y	N
Williamson County Taylor Annex	TAYLOR	TX	N	Y	Y	Y	Y	Y	N
Williamson County Jester Annex	ROUND ROCK	TX	N	Y	Y	Y	Y	Y	N
Williamson County and Cities Health Dist	ROUND ROCK	TX	N	Y	N	Y	N	Y	N
Williamson Cnty Health Dist - Georgetown	GEORGETOWN	TX	N	Y	N	Y	N	Y	N
Williamson County Justice Center	GEORGETOWN	TX	N	Y	Y	Y	Y	Y	N
Williamson County Sheriff's Office	GEORGETOWN	TX	N	Y	N	Y	N	Y	N
Williamson Cnty Justice of the Peace #4	TAYLOR	TX	N	Y	N	Y	N	Y	N
Williamson County Inner Loop Annex	GEORGETOWN	TX	N	Y	N	Y	N	Y	N

Williamson Cnty WilcoWayAnnex/Purch Dep	GEORGETOWN	TX	N	Y	N	Y	N	Y	N
Williamson County EMS	GEORGETOWN	TX	N	N	Y	N	N	Y	N
Williamson Cnty Juvenile Facility Servic	GEORGETOWN	TX	N	N	Y	N	N	Y	N
Williamson Cnty Maint Facility/Road Dist	GEORGETOWN	TX	N	N	Y	N	N	Y	N
Williamson Cnty Regional Animal Shelter	GEORGETOWN	TX	N	N	Y	N	N	Y	N
Williamson Cnty Southwest Regional Park	LEANDER	TX	N	N	N	Y	N	Y	N
Williamson Cnty Cntl TX Treatment Cntr.	GRANGER	TX	N	N	N	Y	N	N	N
Williamson County Expo Center	TAYLOR	TX	N	N	N	Y	N	N	N
Williamson County / Berry Springs Park	GEORGETOWN	TX	N	N	N	Y	N	N	N

(\*\* Flagged for GARDA CL internal purposes only.)

**Carrier**

GARDA CL Southwest, Inc.

By:



(Signature)

Jennifer Frankel

(Printed Name)

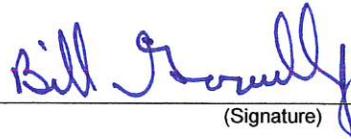
Title:

SVP, Finance

**Customer**

Williamson County

By:



(Signature)

Bill Gravell Jr.

(Printed Name)

Title:

Williamson County Judge

**Commissioners Court - Regular Session**

**62.**

**Meeting Date:** 06/06/2023

Approval of Purchase for Core Switch Replacement from Presidio Networked Solutions Group, LLC for Information Systems

**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 purchase #2023211 between Williamson County and Presidio Networked Solutions Group, LLC for the amount of \$103,307.96, pursuant to DIR Contract #DIR-TSO-4167.

**Background**

The approval of this purchase will benefit the Williamson County Information Systems. This is a planned and budgeted regular life-cycle replacement of some of the County's core networking equipment. This purchase is necessary to keep up with increased capacity demands as well as staying current on supported equipment. The attached quote has the detailed information regarding this purchase. Budget, Information Systems, Legal and Contract Audit have reviewed this purchase. Funding Source is 01.0100.0503.005740 as per FY23 budget. The department point of contact is Richard Semple.

**Fiscal Impact**

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

Presidio Redacted Quote

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 05/31/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

05/31/2023 02:48 PM  
05/31/2023 03:29 PM  
Started On: 05/16/2023 04:49 PM

## QUOTE:

DATE: 05/01/2023  
 PAGE: 1 of 2

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

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

**Customer#:** WILLI035  
**Account Manager:** Daniel Guzman  
**Inside Sales Rep:** Greg Hubbard  
**Title:** Core Switch Refresh - C9500s Option 2

**Contract Vehicle:** Texas DIR-TSO-4167 Cisco

#	Part #	Description	Unit Price	Qty	Ext Price
<b>C9500-24Y4C-A</b>					
1	C9500-24Y4C-A	Catalyst 9500 24x1/10/25G and 4-port 40/100G, Advantage	\$15,528.32	4	\$62,113.28
2	CON-SNT-C95024YA	SNTC-8X5XNBD Catalyst 9500 24-port 25/100G only, Adva	\$1,678.54	4 for 12 mo(s)	\$6,714.16
3	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	8	\$0.00
4	C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	\$0.00	4	\$0.00
5	C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	\$1,571.32	4	\$6,285.28
6	C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	\$0.00	8	\$0.00
7	C9500-NW-A	C9500 Network Stack, Advantage	\$0.00	4	\$0.00
8	SC9500HUK9-176	Cisco Catalyst 9500H XE.17.6 UNIVERSAL	\$0.00	4	\$0.00
9	C9K-F1-SSD-240G	Cisco pluggable SSD storage	\$2,093.71	4	\$8,374.84
10	C9500-DNA-24Y4C-A	C9500 DNA Advantage, Term License	\$0.00	4	\$0.00
11	C9500-DNA-L-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	\$4,955.10	4	\$19,820.40
12	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$0.00	12	\$0.00
13	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$0.00	12	\$0.00
14	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	4	\$0.00
<b>Total:</b>					<b>\$103,307.96</b>

	<b>Sub Total:</b>	<b>\$103,307.96</b>
	<b>Grand Total:</b>	<b>\$103,307.96</b>

## QUOTE:

DATE: 05/01/2023

PAGE: 2 of 2

This quote is governed by Terms and Conditions of Texas DIR-TSO-4167 Contract.  
State of Texas Vendor ID 17605152499  
Standard-Terms-for-Purchase-of-Services or Goods  
Quote valid for 30 days from date shown above.  
Prices may NOT include all applicable taxes and shipping charges  
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:  
Presidio Networked Solutions Group, LLC  
7701 Las Colinas Ridge #600,  
Irving, TX 75063

Pursuant to this contract your PO must reflect the following contract:  
Texas DIR-TSO-4167  
Tax ID# 76-0515249; Size Business: Large; CAGE Code: 639L4; DUNS#11-436-9671; CEC 15-506005G  
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)  
Delivery: FOB Destination

No signed quote. PO required.

**Commissioners Court - Regular Session**

63.

**Meeting Date:** 06/06/2023

Approval of Consulting Engagement Proposal from Gartner, Inc. for Information Systems

**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 Proposal #2023221 between Williamson County and Gartner, Inc. for Consulting Services, in the not-to-exceed amount of \$125,000.00, pursuant to DIR Contract #DIR-CPO-4927, and authorizing the execution of this Proposal.

**Background**

The approval of this Proposal will benefit Williamson County Information Systems. The County's Oracle Enterprise Resource planning (ERP) system needs to be migrated or replaced in the future. In order to plan for that project, we are engaging a consultant to help analyze our uses and business process and help us prepare for a future solicitation by matching those needs to the market. This engagement will also help us with a budget and timelines. This is a planned and budgeted expense from the Information Systems budget, and the County Auditor has also been involved. Legal, Contract Audit, Budget and Information Systems have reviewed this Proposal. Funding Source is 01.0100.0503.004100 as per FY23 budget. The department point of contact is Richard Semple.

**Fiscal Impact**

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

Gartner, Inc. Redacted Quote

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 06/01/2023

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

06/01/2023 09:58 AM

06/01/2023 10:07 AM

Started On: 05/25/2023 03:55 PM

# ERP Business Case & Justification

## Consulting Engagement Proposal

Prepared for:

Williamson County | [REDACTED]



## Our Understanding of Williamson County's ERP Situation...

- The County currently uses Oracle EBS, on-premise, ERP version 12.2
  - The ERP has been in use at the county since ~2004
  - Fully integrated Payroll-HRMS, Financials (GL-Costing, Grants Projects, Accounts Receivables, Payables, Fixed Assets), Purchasing, Employee and Manager Self Service functionalities
  - The system is stable and well personalized to suit the county's needs and has many integrations into other major enterprise-wide systems
  - The County regularly upgrade, patch and help secure the system routinely – via frequent patching sessions throughout the year
  - The County is on Extended Support on the current legacy version – extended supports extends until 2030
- One of the primary challenges is the complicated licensing imposed by Oracle and finding support from licensing re-seller (Mythics)
- As end of extended support approaches, it becomes necessary to start RFP process for a suitable solution to replace the existing ERP. The County would also like to take this opportunity to simplify further and move to a cloud solution

## ...Our Lens on How Gartner Will Help

- We have deep expertise in assisting our clients with ERP Application Modernization – and have a well-defined approach. Given the current state of Williamson County's ERP, this standard approach provides a straight-forward path to meet the County's needs.
- Produce a business justification for the modernization of Williamson County's existing ERP through the following approach:
  - **Step 1: Establishing the strategic context**
  - **Step 2: Analyzing business capabilities**
  - **Step 3: Articulate business justification**
- Included in the business justification effort is the importance of clearly communicating with the County's stakeholders the future of Williamson County's ERP and support systems.

# Investment Summary – Fees, Expenses, & Billing

- Gartner will conduct the engagement outlined in this SOW for a **deliverables-based, firm-fixed price of \$125,000.00** inclusive of travel and other reimbursable expenses
- Project Billing will occur based upon the completion of the deliverables listed at right:

Step	Deliverables	Amount
0	Kickoff Materials	\$10,000.00
1	Initial Business Capability Model	\$25,000.00
1	Business Context Report	\$20,000.00
3	Justification for Change	\$40,000.00
3	Executive Summary Report	\$30,000.00
<b>Total</b>		<b>\$125,000.00</b>

- Invoicing:
  - All invoices are payable net 30 days from the date of invoice. While we do not itemize billing for services, we agree and will comply with any reasonable requests for records substantiating our invoices.
  - If Williamson County requires a purchase order (PO) number, please specify the PO number in the Authorization section and forward a copy of the PO, with this agreement, to name/address or fax of the appropriate individual. Ensure that the PO includes all labor and travel expenses quoted in this SOW. Any pre-printed terms on the PO that are in addition to or in contradiction of the terms of this agreement shall be inapplicable



# Authorization

- This proposal is submitted subject to and in accordance with the terms and conditions of the Texas Department of Information Services (DIR) Deliverables-Based IT Services (DBITS) contract with an effective date of January 21, 2022.
- When signed by Gartner, Inc. and Williamson County, this Proposal/SOW is an attachment to and governed by Contract Number DIR-CPO-4927. These two documents will set forth the relationship between the parties for this engagement. This SOW may be modified at any time provided such changes (i) are agreed by the parties in writing and (ii) where applicable, are in accordance with the Change Order provision
- The Proposal, including the SOW, is valid for 30 days from 10 May, 2023

**IF USING A DIGITAL SIGNATURE, PLEASE CONFIRM THE FOLLOWING AS A CONDITION OF CONTRACT EXECUTION:**

By ticking this box, I agree that by affixing my digital signature hereunder I am attesting that: (i) this is my own personal legal signature; and (ii) I am a duly authorized signatory for my company. My signature verifies that the information provided to Gartner hereunder is subscribed by me, under penalty of false Statement and material breach of contract.

**SUBMITTED ON BEHALF OF GARTNER, INC.**



\_\_\_\_\_  
SIGNATURE

Will Wong, Senior Managing Partner

\_\_\_\_\_  
PRINT NAME AND TITLE

05/10/2023

\_\_\_\_\_  
DATE

**AGREED ON BEHALF OF Williamson County**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PO NUMBER (If applicable)

RESTRICTED

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**Gartner**<sup>®</sup>

**Commissioners Court - Regular Session**

64.

**Meeting Date:** 06/06/2023

Approval of Purchase and Sole Source Provider Exemption for Arrow EZ-IO System from Teleflex for EMS

**Submitted For:** Joy Simonton

**Submitted By:** Gretchen Glenn, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving purchase of EZ-IO System supplies in the amount of \$1,775.00, exempting Teleflex from the competitive bidding requirements established by Section 262.024(a)(7) of the Texas Local Government Code, Discretionary Exemptions, as the sole provider for the Arrow EZ-IO System supplies for Williamson County and authorize the purchase.

**Background**

The sole source request was posted in Bonfire for fourteen (14) days with no competitive responses received. If approved, the requested Sole Source designation will be applicable for a period of thirty-six (36) months. While the quote is for \$1,775.00, with this exemption, EMS will be able to purchase additional Arrow EZ-IO System supplies as needed during the next 36 months. Funding Source: 01.0100.0540.003200 as per FY23 budget. Point of Contact is Kirk Becker.

**Fiscal Impact**

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

- Sole Source Affidavit
- Recommendation Letter
- Vendor Letter
- Sole Source Purchase Announcement
- Pricing
- Purchasing Recommendation

**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/31/2023 03:47 PM
County Judge Exec Asst.	Becky Pruitt	05/31/2023 03:59 PM
Form Started By: Gretchen Glenn		Started On: 05/22/2023 04:08 PM
Final Approval Date: 05/31/2023		



Williamson County Purchasing Department  
901 South Austin Avenue  
Georgetown, Texas 78626  
(512) 943-3553  
[www.wilco.org/purchasing](http://www.wilco.org/purchasing)  
[purchase@wilco.org](mailto:purchase@wilco.org)

### NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS  
COUNTY OF WILLIAMSON

**KNOW ALL MEN BY THESE PRESENTS THAT:**

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared David K. Price, who after being duly sworn on oath stated the following:

My name is David K. Price. My title is Vice President, Commercial Operations. I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

**Sole-source items include:**

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, and captive replacement parts or components for equipment.

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: EZ-IO Emergency Products. I am the sole-source supplier of this item because: \_\_\_\_\_

\_\_\_\_\_. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

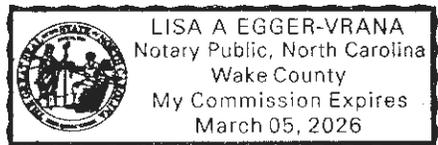
IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 26 day of

April 2023  
[Signature]  
[Signature]

David K Price V.P. Commercial OPERATIONS  
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on April 26 2023 by David K. Price  
[Printed Name]

[Signature]  
[Signature] Notary Public  
State of North Carolina, Wake Co  
My Commission expires on March 5, 2026





# Williamson County Emergency Medical Services

*To Respect, Care and Serve*



April 26, 2023

Joy Simonton  
Purchasing Agent  
Williamson County Purchasing

RE: Letter of Recommendation for EZ-IO Needle system by Teleflex.

Joy,

Please accept this letter as my formal recommendation that Williamson County accept Teleflex Inc. as the Sole Source supplier for the EZ-IO Needle/Driver system. The EZ-IO system is currently the only battery operated intraosseous vascular access device.

Sincerely,

A handwritten signature in black ink, appearing to be "MK", with a long horizontal line extending to the right.

Mike Knipstein, Director  
Williamson County EMS

April 27, 2023

Teleflex

3015 Carrington Mill Blvd.  
Morrisville, NC 27560  
USA  
Phone: 866-246-6990  
Fax: 866-804-9881

teleflex.com

**RE: Teleflex LLC—Sole Source for the Arrow® EZ-IO® Intraosseous Vascular Access System**

Dear Valued Customer:

Thank you for your interest in the Arrow® EZ-IO® System, which uses a proprietary patented needle and power driver technology. Teleflex is the sole manufacturer of these components. The EZ-IO® System is currently the only battery-operated intraosseous vascular access device that may be extended for up to 48-hour dwell time.\*

Through our direct sales team, Teleflex LLC, a wholly owned subsidiary of Teleflex Incorporated, markets, sells and/or services all non-federal Arrow® EZ-IO® Device customers within the continental United States.

Please call our customer service to assist you with any questions or concerns: 1-866-246-6990.

Sincerely,



Morgan Rankin  
Vice President, Sales  
Emergency Medicine

\*The Arrow EZ-IO® System is indicated anytime in which vascular access is difficult to obtain in emergent, urgent or medically necessary cases for up to 24 hours. For patients ≥12 years old, the device may be extended for up to 48 hours when alternate intravenous access is not available or reliably established.

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## Sole Source Purchase Announcement

### **INFORMATION**

Williamson County, Texas intends to award a sole-source contract with **Teleflex Inc** for the following item(s): **Arrow EZ-IO System and supplies.**

Teleflex  
3015 Carrington Mill Blvd  
Morrisville, NC 27560

**THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED.**

Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow.

If no affirmative responses are received by **3:00PM CST on May 19, 2023** showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.

### **VENDOR RESPONSE**

Vendors may submit any clear and compelling evidence of competitive equivalency to the items described in this RFI.



ARROW  
 HUDSON RCI  
 LMA  
 Pilling  
 RUSCH  
 WECK

Customer #

Created Date April 25, 2023

Quote #:

Expiration: July 24, 2023

Attn Kirk Becker

Prepared By Charlie Forbes

Phone (512) 430-0991

Phone

Email kbecker@wilco.org

Email charlie.forbes@teleflex.com

Bill To Name Williamson County EMS Support

Ship To Name Williamson County EMS Support

Bill To 3189 Southeast Inner Loop  
Georgetown, TX 78626-6388  
US

Ship To 3189 Southeast Inner Loop  
Georgetown, TX 78626-6388  
US

Product Code	Sales Org	Product Description	Quantity	Sales Price	Each Per Case	Each Price	Total Price
9079-VC-005		EZ-IO 45MM NEEDLE (BOX OF 5)	1	USD 550.00	5	USD 110.00	USD 550.00
9001-VC-005		EZ-IO 25MM NEEDLE (BOX OF 5)	1	USD 550.00	5	USD 110.00	USD 550.00
9018-VC-005		EZ-IO 15MM NEEDLE (BOX OF 5)	1	USD 550.00	5	USD 110.00	USD 550.00
9058		EZ-IO POWER DRIVER	1	USD 75.00	1	USD 75.00	USD 75.00
9066-VC-005		EZ-STABILIZER(BOX OF 5)	1	USD 50.00	5	USD 10.00	USD 50.00

**Subtotal (USD): \$1,775.00**

**\*\*\*Grand Total (USD): \$1,775.00**

	<b>Remittances via Check (Standard Mailing):</b>	<b>Remittances via Check (Overnight Delivery):</b> Teleflex Funding LLC Attn: PO Box 936729 3585 Atlanta Avenue Hapeville, GA 30354-1705
--	--	--

Thank you for the opportunity to quote Teleflex products. To place your order please call 866-246-6990 or email cs@teleflex.com.

\*\*\*Unless Shipping and Tax costs are specified, they are not included in the Grand Total.

Teleflex, Arrow, EZ-IO, LMA, Hudson RCI and Rusch are trademarks or registered trademarks of Teleflex Incorporated or its affiliates.  
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TELEFLEX 3015 Carrington Mill Boulevard, Morrisville, NC 27560  
 Toll Free: 866.246.6990 Phone: +1.919.544.8000  
 TELEFLEX.COM



DATE: 5/30/23  
TO: Williamson County Commissioner's Court  
RE: Sole Source recommendation for Teleflex

Greetings County Judge and Commissioners,

Recently our Emergency Medical Services (EMS) Department made a request for a contract with Teleflex for the purchase of the Arrow EZ-IO System using patented needle and driver technology. **These actions require qualification as a sole source purchase of Teleflex products.** These products are supplied only by Teleflex who is the owner, and the only distributor of these goods.

After reviewing all documentation requested and submitted and running our announcement process on our solicitation portal I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7).

The process has included the following:

- Public posting of Intent to Award Sole Source in Bonfire for 14 days, May 5<sup>th</sup> through May 14, 2023;
  - 382 vendors were notified directly of the opportunity;
  - The posting received five (5) document takers, but zero (0) responses were received from competitors;
- A signed Sole Source Justification Request from Mike Knipstein, EMS Director;
- A signed letter of justification from the supplier, establishing why their product/service is only available from their company;
- A notarized Sole Source Affidavit completed by the supplier;
- A price quote of requested items/services and amendment.

**The term of this Sole Source exemption will be effective for 36 months from the date of approval.**

If you have any questions or concerns, please contact me at any time.

Sincerely,

Joy Simonton  
Purchasing Agent  
Williamson County Purchasing Department

**Commissioners Court - Regular Session**

65.

**Meeting Date:** 06/06/2023

Approval of Purchase Contract for Jury Seating at Criminal Justice Center with Sauder Manufacturing for Facilities Management

**Submitted For:** Joy Simonton

**Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the Purchase Contract for Sauder Manufacturing Company #2023219 for jury seating including delivery and installation, in the not-to-exceed amount of \$17,357.34, and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(7)(D)[captive replacement parts or components for equipment] and authorize the execution of the Purchase Contract. Funding Source is P595

**Background**

This is to provide materials, delivery, and Installation of Jury Seating at the Williamson County Criminal Justice Center. This is a specific jury box chair that the County is using in our life cycle replacement program for furniture. The funding source is P595 and the department point of contact is Wendy Danzoy.

**Fiscal Impact**

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

Purchase Contract

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Johnny Grimaldo  
Final Approval Date: 06/01/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

06/01/2023 09:40 AM  
06/01/2023 09:47 AM  
Started On: 05/25/2023 10:03 AM

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**WILLIAMSON COUNTY  
PURCHASE CONTRACT**  
(Sauder Manufacturing Co.)

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**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 quasiconttractual 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 **Sauder Manufacturing Co. dba Sauder Courtroom Furniture** (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.**

**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.

**III.**

**Warranty Products:** Vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this Contract voidable at the option of County. Vendor warrants that the goods furnished will conform to the specifications, drawings and descriptions provided in

Exhibit “A” and County’s solicitation, if applicable. Additionally, Vendor warrants that all goods are free from defects in material and workmanship.

IV.

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

V.

**Consideration and Compensation:** County shall pay Vendor for the goods in the amount set out in **Exhibit “A”**. The not-to-exceed amount under this Contract is Seventeen Thousand Three Hundred and Fifty-Seven Dollars and Thirty-Four Cents (\$17,357.34). Payment for 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; (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 Vendor upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Vendor for the supplies or products provided or any Services rendered.

VI.

**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.

VII.

**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.

**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.

#### IX.

**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.

#### X.

**Compliance With All Laws:** Vendor 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.

#### XI.

**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.

#### XII.

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

**XIII.**

**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.

**XIV.**

**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 services to be performed under this Contract for the purposes of 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.

**XV.**

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

**XVI.**

**No Assignment:** Vendor may not assign this Contract.

**XVII.**

**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.

**XVIII.**

**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.

**XIX.**

**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.

**XX.**

**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.

**XXI.**

**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.

**XXIII.**

**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; 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.

**XXIV.**

**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. \_\_\_\_\_

Printed Name

Date: \_\_\_\_\_, 20\_\_\_\_

**SERVICE PROVIDER:**

Sauder Manufacturing Co. \_\_\_\_\_

Name of Service Provider

Mark S Graber \_\_\_\_\_

Authorized Signature

Mark Graber \_\_\_\_\_

Printed Name

Date: May \_\_\_\_\_, 22, 2023

**Cooperative Purchasing Contract or Agreement (if applicable):** \_\_\_\_\_

# Exhibit "A" Quote/Proposal

## SAUDER COURTROOM FURNITURE

P.O. Box 230                      Phone: 419-445-7670  
930 W. Barre Road              Fax: 419-446-3173  
Archbold, Ohio 43502              800-537-1530

Net Price Quote For:

Williamson County Criminal  
Justice Center  
405 Martin Luther King Jr. St.  
Georgetown, TX 78626

Date Created: 4/03/23  
Project: WILLIAMSON COUNTY  
Required Date: 4/04/23

Ship To: Williamson County Criminal  
Justice Center  
405 Martin Luther King Jr. St.  
Georgetown, TX 78626

Sales Rep: BEN BRADSHAW  
9036492553-  
BBRADSHAW@SAUDERWORSHIP.COM

Contact:

Line	Qty	Description	Net Each	Total
1	12	5321002 JURY SEATING, CLARITY, WIDE tag: S Swivel Jury Seating Base WD Uph Front of Bk, Wood Bk of Bk C Grade C Fabric SS Out Fabric with Selvage Side 0200 Medium Aisle Panel F Aisle Panel To Be Finished PSRO Plain Sliced Red Oak Wood WD-FLIP-UP Wood Flip Up Arm Cap 74 Finish #74 Amber Y Order Requires Modifications 75K3H-01 -SPECIALS PRODUCT NUMBER MAYER-DURANGO-SAPPHIRE-DU-004 MAYER-DURANGO-SAPPHIRE-DU-004 MAYER-DURANGO-SAPPHIRE-DU-004 Chairs are modified to be 2" shorter in overall height.		
2	1	AUD-DELIVERY DELIVERY OF AUDITORIUM SEATING tag: DELIVER 00012. TO STATE OF TX		
3	1	AUD-ASM-INSTALL INSTALLATION OF AUDITORIUM STG tag: INSTALL 00012. TO STATE OF TX		

## Exhibit "A" Quote/Proposal

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Subtotal	\$17,357.34
Tax	\$0.00
Total*	\$17,357.34

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This order may be subject to a price increase if delivery is not taken from 12 months of receipt of signed order contract, receipt of subcontract, and/or receipt of signed purchase order.

Payment terms are net 30 days from invoice date with an established credit limit. Payment may be made by ACH or CC online at [www.saudermfg.com](http://www.saudermfg.com) or by check. A fee may apply to cover part or all of the cost of accepting credit cards. Open terms may be established based on Sauder® Manufacturing Co. determination of available funds to pay for the order in full and within payment terms. If there is a high risk determination then a 100% deposit may be required. Acceptance of the order is expressly conditioned upon Purchaser agreeing to Sauder® Manufacturing Co. terms and conditions, which can be found at [www.sauderworship.com](http://www.sauderworship.com), unless otherwise agreed to in a writing signed by all applicable parties. The parties agree to include SMC Addendum terms, if any and this order if a subcontract or MSA is involved. Sauder® Manufacturing Co. includes Sauder Courtroom Furniture and any affiliate, predecessor or successor entities.

Acceptance of these terms shall be evidenced by Signature's and/or Sauder® Manufacturing Co. commencing work on this project.

Ordered By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature)

Printed Name and Title: \_\_\_\_\_

Sauder Representative: Ben Bradshaw - 903-649-2553

Sauder Delivery Time: Please contact your local Sauder Sales Consultant for approximate lead time for delivery after completion of all the details on the project.

**Commissioners Court - Regular Session**

66.

**Meeting Date:** 06/06/2023

Approval of Construction Contract for New Generator at the Central Texas Treatment Center with The Roof Co Waco, LLC for Facilities Management

**Submitted For:** Joy Simonton

**Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Construction Contract for a new Generator at the Central Texas Treatment Center between The Roof Co. Waco, LLC, and Williamson County, in the amount of \$286,193.00, pursuant to TIPS contract #211001 and authorizing the execution of the contract.

**Background**

This project is to provide and install a new generator at the Central Texas Treatment Center located at 601 N. Alligator Street, Granger, TX 76530. The facility operates 24/7 with roughly 100 +/- people. The facility has not had a back-up power source. This installation will provide that. The proposal includes a detailed scope of work. Funding source is ARPA 445P/445A CTTC Generator/2.1. Point of contact is Dale Butler.

**Fiscal Impact**

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

Construction Contract

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Johnny Grimaldo  
Final Approval Date: 06/01/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

06/01/2023 10:15 AM  
06/01/2023 10:17 AM  
Started On: 05/31/2023 12:56 PM



**CONTRACT FOR CONSTRUCTION**  
**(Cooperative Purchasing – TIPS – Contract Number 210205)**

**PROJECT:** CTTC Generator (“Project”)

**GENERAL CONTRACTOR:** The Roof Co. Waco, LLC (“GC”)  
Austin Montgomery, Founder  
36005 Franklin Ave  
Waco, TX 76710

**ARCHITECT:** Williamson County Architect (“A/E”)  
Trenton Jacobs  
3101 SE Inner Loop  
Georgetown, TX 78626

**COUNTY’S DESIGNATED REPRESENTATIVE:** Williamson County Facilities Management  
Attn: Director of Facilities  
3101 SE Inner Loop  
Georgetown, Texas 78626

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

**RECITALS**

**WHEREAS**, County desires to retain a GC for the **provide a new generator at the Central Texas Treatment Facility** (hereinafter called the “Project”);

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

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

## **ARTICLE 1 SCOPE OF WORK**

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

## **ARTICLE 2 GENERAL PROVISIONS**

### **2.1 CONTRACT DOCUMENTS**

#### **2.1.1**

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

#### **2.1.2**

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

#### **2.1.3**

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

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

GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests

of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

## **2.3 GENERAL CONDITIONS**

### **2.3.1**

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

### **2.3.2**

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

### **2.3.3**

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

## **ARTICLE 3 CONTRACT TIME**

### **3.1**

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

### **3.2 LIQUIDATED DAMAGES**

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

### **3.2.1**

Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Seven Hundred Fifty Dollars (\$ 750 ) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

### **3.2.2**

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

### **3.2.3**

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

## **ARTICLE 4 GC REPRESENTATIONS**

### **4.1**

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

#### **4.1.1**

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

#### **4.1.2**

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

#### **4.1.3**

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

#### **4.1.4**

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

#### **4.1.5**

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

#### **4.1.6**

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

#### **4.1.7**

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

#### **4.1.8**

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

## **ARTICLE 5 THE CONTRACT SUM**

### **5.1 Contract Sum.**

County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Two Hundred Eighty-Six Thousand, One Hundred Ninety-Three Dollars (\$286,193)**.

### **5.2 Contract Payments.**

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

### 5.3 Owner's Contingency.

County and GC acknowledge the Work has become necessary due to **the reconstruction of 24-hour facility requires a back-up generator to operate the facility and fire pump during extended power outages** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a lump sum amount of **Twenty-Eight Thousand, Six Hundred Nineteen Dollars (\$ 28,619)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

#### 5.3.1

Owner's Contingency is controlled solely by County.

#### 5.3.2

Expenditures from the Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

#### 5.3.3

Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the Owner's Contingency.

#### 5.3.4

For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Paragraph 5.1** above, plus the Owner's Contingency (set out in **Paragraph 5.3** above), shall serve as the original Contract price.

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

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

#### 5.4.1

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

#### 5.4.2

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

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed

markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

## **ARTICLE 6 PROJECT TEAM**

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

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

County shall have the right, from time to time, to change the County's Designated Representative by giving GC written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify GC in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

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

**The Roof Co. Waco, LLC  
Austin Montgomery, Founder  
3605 Franklin Ave  
Waco, TX 76710**

GC shall have the right, from time to time, to change GC's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by GC under this Contract, GC's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions,

decisions, or determinations by GC's Designated Representative on behalf of GC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

## **ARTICLE 7 NOTICE**

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

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

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

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

**GC:** The Roof Co. Waco, LLC  
3605 Franklin Ave  
Waco, TX 76710

Attention: Austin Montgomery  
Founder

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

## **ARTICLE 8 DISPUTE RESOLUTION**

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

## **ARTICLE 9 MISCELLANEOUS PROVISIONS**

### **9.1 MEANING OF TERMS**

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

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

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

### **9.3 GOVERNING LAW**

This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

### **9.4 ASSIGNMENT**

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

### **9.5 OTHER PROVISIONS**

#### **9.5.1**

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

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

#### 9.5.2

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. Contractor 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. Contractor 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, Contractor 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. Contractor agrees to comply with any reporting obligations established by Treasury as they relate to this award.

.4 Maintenance of and Access to Records

- a. Contractor 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 Contractor in order to conduct audits or other investigations.
- c. Records shall be maintained by Contractor 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. Contractor 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 Contractor.

.8 Conflicts of Interest. Contractor 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. Contractor and subcontractors 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. Contractor 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. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor 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 (Nonprocurement), 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. Contractor 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 Contractor'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. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 §§ 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. Contractor 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 Contractor] by the U.S. Department of the Treasury."

.14 Debts Owed the Federal Government.

- a. Any funds paid to Contractor (1) in excess of the amount to which Contractor 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 Contractor shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Contractor. 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 Contractor 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 Contractor or third persons for the actions of Contractor 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 Contractor does not in any way establish an agency relationship between the United States and Contractor.

.16 Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Contractor 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 Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Contractor 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), Contractor 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), Contractor should encourage its employees, subContractors, and contractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

.19 Clean Air Act and The Federal Water Pollution Control Act Compliance. 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. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Contractor 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, Contractor 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 Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2

C.F.R. pt. 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).

(2) The Contractor 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.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Contractor 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.

(4) The Contractor, 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 Contractor, 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 Contract, the Contractor 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.

(2) 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>.

(3) The Contractor 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 Contract:

(1) The Contractor 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 Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor 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.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Contractor 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 Contractor 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 Contract. The Contractor 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). Contractors 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 Contractor 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, Contractor, or any other party pertaining to any matter resulting from this Contract.

.27 False Claims Act Compliance and Program Fraud Prevention. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

## **ARTICLE 10 SCOPE OF CONTRACT AND CONTRACT DOCUMENTS**

### **10.1**

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

### **10.2**

The following documents comprise the Contract Documents:

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

### **10.3**

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

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

## **ARTICLE 11 SIGNATORY WARRANTY**

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

**IN WITNESS WHEREOF**, County has caused this Contract to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. **NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY**

AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**GC:**  
The Roof Co. Waco, LLC

**COUNTY:**  
Williamson County, Texas

By: Austin Montgomery  
Signature

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

Austin Montgomery  
Printed Name

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

Founder  
Title

\_\_\_\_\_  
Title

Date Signed: 5/24/2023

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

**EXHIBIT A**  
**CONSTRUCTION DOCUMENTS**

Attach Construction Documents below:

DATE:5/8/2023

---



**THE ROOF CO. WACO**

3605 FRANKLIN AVE. WACO, TX 76710

www.theroofcowaco.com

254-651-1776

To: Williamson County

Reference: Granger CTTC - Generator

**TIPS Contract # 210205**

Electrician: Hallsburg Fabrication & Electrical

- Concrete Slab For Generator & Transfer Switches = \$7,692.31
- Cat Generator = \$93,842.00
- Freight To Granger = \$4,615.00
- Crane To Unload & Set Generator = \$2,692.31
- Labor To Set Generator = \$3,846.15
- Transfer Switches, Disconnects & Wire For Generator = \$98,507.06
- Cost To Wire Generator, Transfer Switches & Disconnects = \$12,230.76
- ADD option for Sound Attenuated Enclosure & block heater = \$36,750.28

Sub-Total: \$260,175.87

TRC Overhead/Profit/Fees (10%): \$26,017.13

Total Generator Contract: \$286,193.00

Excludes:

- Plans
- Permits
- Engineering

**EXHIBIT B**



**MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS**

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

**TYPE OF COVERAGE**

**LIMITS OF LIABILITY**

**Worker's Compensation**

Statutory

**Employer's Liability**

Bodily Injury by Accident

\$ 1,000,000 per Accident

Bodily Injury by Disease

\$ 1,000,000 per Employee

\$ 1,000,000 aggregate Policy Limit

**Comprehensive General Liability**

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

Comprehensive General Liability

\$ 1,000,000 per Occurrence

\$ 2,000,000 aggregate Policy Limit

**Comprehensive Automobile and Auto Liability Insurance**

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

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

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

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

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

**Flood insurance**

(when specified in Supplementary General Conditions or Special Conditions.

**Umbrella Coverage** \$ 5,000,000

**Workers' Compensation Insurance**

- A.** Definitions:

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

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

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

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

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

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

- (7) contractually require each person with whom it contracts, to perform as required by **Paragraphs (1)-(7)**, with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing the Contract or providing or causing to be provided a certificate of coverage, Contractor is representing to County that all employees of Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles County to declare the Contract void if Contractor does not remedy the breach within **ten (10) calendar days** after receipt of notice of breach from County.
3. If insurance policies are not written for the amounts specified in this section, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.
4. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Contract, and in no event later than **ten (10) calendar days** from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
5. County shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this section.
6. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **seventy-five thousand dollars (\$ 75,000)** in Contractor's insurance must be declared and approved in writing by County in advance.

# **EXHIBIT C**

## **Williamson County**

### **Vendor Reimbursement Policy**

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

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

#### **1. Invoices and Affidavits**

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

#### **2. Travel Reimbursement**

- 2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

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

### **3. Meals**

- 3.1 Meal reimbursements are limited to a maximum of \$59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

#### **4. Lodging**

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

#### **5. Airfare**

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

#### **6. Car Rental**

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

#### **7. Personal Car Usage**

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

- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## **8. Other Expenses**

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

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

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

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

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

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

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

**EXHIBIT D**



**UNIFORM GENERAL CONDITIONS**

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# **ARTICLE 1 GENERAL PROVISIONS**

## **1.1 BASIC DEFINITIONS**

### **1.1.1 CONTRACT DOCUMENTS**

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

### **1.1.2 CONTRACT**

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

### **1.1.3 WORK**

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

### **1.1.4 THE PROJECT**

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

### **1.1.5 THE DRAWINGS**

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

### **1.1.6 THE SPECIFICATIONS**

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

### **1.1.7 INSTRUMENTS OF SERVICE**

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

### **1.1.8 KNOWLEDGE**

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

### **1.1.9 PRODUCT**

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

### **1.1.10 PROVIDE**

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

### **1.1.11 FURNISH**

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

### **1.1.12 INSTALL**

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

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

### **1.2.1**

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

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

### **1.2.2**

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

### **1.2.3**

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

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

## **1.3 CAPITALIZATION**

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

## **1.4 INTERPRETATION**

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

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

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

### **1.5.1**

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

### **1.5.2**

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

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

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

## **ARTICLE 2 OWNER**

### **2.1 GENERAL**

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

### **2.2 OWNER**

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

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

### **2.2.2**

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

### **2.2.3**

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

### **2.2.4**

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

### **2.2.5**

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

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

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

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

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

## **2.5 EXTENT OF OWNER RIGHTS**

### **2.5.1**

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

### **2.5.2**

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

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

### **2.6.1**

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

### **2.6.2**

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

### **2.6.3**

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

### **2.6.4**

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

## **ARTICLE 3 CONTRACTOR**

### **3.1 GENERAL**

#### **3.1.1**

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

#### **3.1.2**

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

#### **3.1.3**

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

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

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

#### **3.2.1**

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

#### **3.2.2**

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

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

### **3.2.3**

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

### **3.2.4**

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

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

#### **3.3.1**

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

#### **3.3.2**

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

#### **3.3.3**

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

#### **3.3.4**

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

## 3.4 LABOR AND MATERIALS

### 3.4.1

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

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

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

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

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

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

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

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

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

### **3.4.2**

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

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

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

#### **3.4.3**

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

#### **3.4.4**

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

#### **3.4.5.**

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

### **3.5 WARRANTY**

#### **3.5.1**

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

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

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

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

### **3.5.2**

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

## **3.6 TAXES**

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

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

### **3.7.1**

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

### **3.7.2**

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

### **3.7.3**

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

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

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

### **3.7.5**

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

## 3.8 ALLOWANCES

### 3.8.1

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

### 3.8.2

Unless otherwise provided in the Contract Documents,

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

## 3.9 SUPERINTENDENT

### 3.9.1

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

### 3.9.2

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

### **3.9.3**

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

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

### **3.10.1**

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

### **3.10.2**

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

### **3.10.3**

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

### **3.10.4**

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

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

### **3.10.5**

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

## **3.11 DOCUMENTS AT THE SITE**

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

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

### **3.12.1**

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

### **3.12.2**

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

### **3.12.3**

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

#### **3.12.4**

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

#### **3.12.5**

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

#### **3.12.6**

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

#### **3.12.7**

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

#### **3.12.8**

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

### **3.12.9**

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

### **3.12.10**

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

## **3.13 USE OF SITE**

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

## **3.14 CUTTING AND PATCHING**

### **3.14.1**

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

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

#### **3.14.2**

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

### **3.15 CLEANING UP**

#### **3.15.1**

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

#### **3.15.2**

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

### **3.16 ACCESS TO WORK**

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

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

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

### **3.18 INDEMNIFICATION**

#### **3.18.1 INDEMNITY**

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

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

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

#### **3.18.3**

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

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

## **ARTICLE 4 ARCHITECT**

### **4.1 GENERAL**

#### **4.1.1**

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

#### **4.1.2**

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

#### **4.1.3**

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

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

#### **4.2.1**

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

#### **4.2.2**

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

#### **4.2.3**

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

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

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

#### **4.2.5**

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

#### **4.2.6**

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

#### **4.2.7**

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

#### **4.2.8**

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

#### **4.2.9**

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

#### **4.2.10**

If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

#### **4.2.11**

If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

#### **4.2.12**

Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

#### **4.2.13**

The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

#### **4.2.14**

The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## **ARTICLE 5 SUBCONTRACTORS**

### **5.1 DEFINITIONS**

#### **5.1.1**

A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

#### **5.1.2**

A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

## **5.2 AWARD OF SUBCONTRACTS**

### **5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS**

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

- .1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and
- .2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.
- .3 **Review of Bids or Proposals.** Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7<sup>th</sup>) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

### **5.2.2**

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

### **5.2.3**

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

#### **5.2.4**

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

### **5.3 SUBCONTRACTUAL RELATIONS**

#### **5.3.1**

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### **5.3.2**

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

#### **5.4.1**

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

- .1 Contractor is in default under the Contract Documents; or
- .2 Owner has terminated the Contract in accordance with the Contract Documents; and
- .3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

#### **5.4.2**

Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

#### **5.4.3**

Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

#### **5.4.4**

The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

#### **6.1.1**

The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

### **6.1.2**

When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

### **6.1.3**

The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

## **6.2 MUTUAL RESPONSIBILITY**

### **6.2.1**

The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

### **6.2.2**

If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

### **6.2.3**

The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

### **6.2.4**

The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

### **6.2.5**

The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

### **6.2.6**

All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

## **6.3 OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

# **ARTICLE 7 CHANGES IN THE WORK**

## **7.1 GENERAL**

### **7.1.1**

Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

### **7.1.2**

A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

### **7.1.3**

Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

## **7.2 CHANGE ORDERS**

### **7.2.1**

A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### **7.2.2**

Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

### **7.2.3**

Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

## **7.3 CONSTRUCTION CHANGE DIRECTIVES**

### **7.3.1**

A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

### **7.3.2**

A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

### **7.3.3**

If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in **Paragraph 7.3.7**.

#### **7.3.4**

If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

#### **7.3.5**

Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

#### **7.3.6**

A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

#### **7.3.7**

If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

#### **7.3.8**

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

#### **7.3.9**

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

#### **7.3.10**

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

### **7.4 MINOR CHANGES IN THE WORK**

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

## **ARTICLE 8 TIME**

## **8.1 CONTRACT TIME**

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

## **8.2 NOTICE TO PROCEED**

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

## **8.3 WORK PROGRESS SCHEDULE**

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

### **8.3.1 SCHEDULE REQUIREMENTS**

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

- .1** Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.
- .2** Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

### **8.3.2 SCHEDULE UPDATES**

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

### **8.3.3**

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

- .1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.
- .2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.
- .3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

## **8.4 COMPLETION OF WORK**

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

### **8.4.1**

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

- .1 An increase in working forces.
- .2 An increase in equipment or tools.
- .3 An increase in hours of work or number of shifts.
- .4 Expedite delivery of materials.
- .5 Other action proposed, if acceptable to Owner.

#### **8.4.2**

Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contractor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

### **8.5 MODIFICATION OF CONTRACT TIME**

#### **8.5.1**

Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

#### **8.5.2**

When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

- .1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

- A.** Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10<sup>th</sup>) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.
  - B.** At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.
- .2 Excusable Delay.** Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:
- A.** Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.
  - B.** Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.
  - C.** Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.
  - D.** Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.
  - E.** Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.
  - F.** Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.
  - G.** Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

### **8.5.3**

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

## **8.6 NO DAMAGES FOR DELAY**

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

## **8.7 CONCURRENT DELAY**

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

## **8.8 OTHER TIME EXTENSION REQUESTS**

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

### **8.8.1**

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

### **8.8.2**

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

### **8.8.3 CONTENTS OF TIME EXTENSION REQUESTS**

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

- .1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.
- .2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.
- .3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

### **8.8.4 OWNER'S RESPONSE**

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

- .1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.
- .2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

### **8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME**

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

### **8.10 LIQUIDATED DAMAGES**

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **9.1 CONTRACT SUM**

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### **9.2 SCHEDULE OF VALUES**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### **9.3 APPLICATIONS FOR PAYMENT**

#### **9.3.1**

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2.**, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

- .1** As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.
- .2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- .3** If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

- a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;
- b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;
- c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars (\$5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;
- d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and
- e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

### **9.3.2**

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

### 9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

- .1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.
- .2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.
- .3 **Retainage.** The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.
- .4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

## 9.4 CERTIFICATES FOR PAYMENT

### 9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

#### **9.4.2**

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

#### **9.5.1**

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;
- .7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);
- .8 failure to include sufficient documentation to support the amount of payment requested for the Project;
- .9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or
- .10 repeated failure to carry out the Work in accordance with the Contract Documents.

#### **9.5.2**

When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

### **9.6 PROGRESS PAYMENTS**

#### **9.6.1**

The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

#### **9.6.2**

The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

#### **9.6.3**

The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

#### **9.6.4**

Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

#### **9.6.5**

A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

### **9.7 FAILURE OF PAYMENT**

#### **9.7.1**

If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

#### **9.7.2**

If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

### **9.8 SUBSTANTIAL COMPLETION**

#### **9.8.1**

Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

#### **9.8.2**

When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

#### **9.8.3**

Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

#### **9.8.4**

When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

#### **9.8.5**

The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

## **9.9 PARTIAL OCCUPANCY OR USE**

### **9.9.1**

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

### **9.9.2**

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

### **9.9.3**

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## **9.10 FINAL COMPLETION AND FINAL PAYMENT**

### **9.10.1**

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

### **9.10.2**

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

### **9.10.3**

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of warranties required by the Contract Documents.

### **9.10.4**

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### **10.2 SAFETY OF PERSONS AND PROPERTY**

### **10.2.1**

The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

### **10.2.2**

The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

### **10.2.3**

The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

### **10.2.4**

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

### **10.2.5**

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

#### **10.2.6**

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

#### **10.2.7**

The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### **10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### **10.2.9**

When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

#### **10.2.10**

The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

### **10.3 HAZARDOUS MATERIALS**

#### **10.3.1**

The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

### **10.3.2**

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

### **10.3.3**

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

### **10.3.4**

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

## **10.4 EMERGENCIES**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

## **ARTICLE 11 INSURANCE AND BONDS**

### **11.1 CONTRACTOR'S LIABILITY INSURANCE**

#### **11.1.1**

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

#### **11.1.2**

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

#### **11.1.3**

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

#### **11.1.4**

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

### **11.2 OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

### **11.3 PROPERTY INSURANCE**

#### **11.3.1**

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

- .1 Property insurance shall be on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.
- .2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.
- .3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor’s negligence or breach of the Contract.
- .4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.
- .5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

### **11.3.2 WAIVERS OF SUBROGATION**

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

### **11.3.3**

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

## **11.4 BONDS**

### **11.4.1**

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

### **11.4.2**

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars (\$50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

#### **11.4.3**

A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars (\$25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

#### **11.4.4 Warranty Bond.**

Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

#### **11.4.5**

Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

#### **11.4.6**

Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusted to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

#### **11.4.7**

Each bond shall be accompanied by a valid Power-of-Authority (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

#### **11.4.8**

The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

#### **11.4.9**

Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

#### **11.4.10 Claims on Payment Bonds.**

Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

#### **11.4.11 Payment Claims when Payment Bond not Required.**

When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars (\$25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

#### **11.4.12**

Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

### **11.5 GENERAL REQUIREMENTS**

#### **11.5.1**

Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

#### **11.5.2**

If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **12.1 UNCOVERING OF WORK**

#### **12.1.1**

If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

#### **12.1.2**

If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### **12.2 CORRECTION OF WORK**

#### **12.2.1**

The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### **12.2.2 AFTER SUBSTANTIAL COMPLETION**

- .1** In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

- .2** The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

### **12.2.3**

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

### **12.2.4**

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

### **12.2.5**

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

## **12.3 ACCEPTANCE OF NONCONFORMING WORK**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **13.1 GOVERNING LAW**

The Contract shall be governed by the law of Williamson County, Texas.

### **13.2 SUCCESSORS AND ASSIGNS**

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

### **13.3 WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### **13.4 RIGHTS AND REMEDIES**

#### **13.4.1**

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

#### **13.4.2**

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

### **13.5 TESTS AND INSPECTIONS**

#### **13.5.1**

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

#### **13.5.2**

If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

#### **13.5.3**

If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

#### **13.5.4**

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

#### **13.5.5**

If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

#### **13.5.6**

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### **13.6 INTEREST**

The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

#### **13.6.1**

**one percent (1%); and**

### **13.6.2**

the prime rate as published in the Wall Street Journal on the **first (1<sup>st</sup>) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

## **13.7 TIME LIMITS ON CLAIMS**

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

## **13.8 APPLICATION TO SUBCONTRACTS**

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

## **13.9 GENERAL PROVISIONS**

### **13.9.1**

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

### **13.9.2**

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

### **13.10 NO ORAL WAIVER**

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

### **13.11 TEXAS PUBLIC INFORMATION ACT**

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

### **13.12 EQUAL OPPORTUNITY IN EMPLOYMENT**

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14.1 TERMINATION BY THE CONTRACTOR**

#### **14.1.1**

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

#### **14.1.2**

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

#### **14.1.3**

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

### **14.2 TERMINATION BY THE OWNER FOR CAUSE**

#### **14.2.1**

The Owner may terminate the Contract if the Contractor

- .1 fails to commence the Work in accordance with the provisions of the Contract,
- .2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,
- .3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

- .4 fails to perform any of its obligations under the Contract,
- .5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,
- .6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,
- .7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or
- .8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

#### **14.2.2**

When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to **Section 5.4**; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

#### **14.2.3**

When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

#### **14.2.4**

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

### **14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

#### **14.3.1**

The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

#### **14.3.2**

The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

### **14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

#### **14.4.1**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

#### **14.4.2**

Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

#### **14.4.3**

Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **15.1 CLAIMS**

#### **15.1.1 DEFINITION**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

#### **15.1.2 NOTICE OF CLAIMS**

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

#### **15.1.3 CONTINUING CONTRACT PERFORMANCE**

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

#### **15.1.4 CLAIMS FOR ADDITIONAL COST**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

#### **15.1.5 CLAIMS FOR ADDITIONAL TIME**

- .1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
- .2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

## **15.2 MEDIATION**

### **15.2.1**

Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

### **15.2.2**

The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

### **15.2.3**

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### **15.2.4**

All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

### **15.2.5 NO WAIVER OF IMMUNITY**

Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**Commissioners Court - Regular Session**

67.

**Meeting Date:** 06/06/2023

Waste Management Memorandum of Understanding

**Submitted For:** Robert Daigh

**Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on the Waste Management of Texas, Inc. Memorandum of Understanding and Term Sheet for the proposed Renewable Natural Gas Facility at the Williamson County Landfill.

**Background**

Waste Management is requesting permission to construct a facility capable of converting Landfill Gas from the Williamson County landfill into renewable natural gas. As required by the Williamson County Landfill Operating Agreement signed March 3, 2009 between Williamson County and Waste Management of Texas Inc. (WMTX), a separate written agreement is required to set forth the compensation rights and responsibilities of the County and WMTX.

**Fiscal Impact**

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

Waste Management Memorandum of Understanding

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 05/30/2023

**Reviewed By**

Becky Pruitt

**Date**

05/30/2023 09:00 AM

Started On: 05/24/2023 02:12 PM

## MEMORANDUM OF UNDERSTANDING AND TERM SHEET

This Memorandum of Understanding (this “**MOU**”) is entered into as of June 1, 2023 (the “**Effective Date**”) by and between WM Renewable Energy, L.L.C., a Delaware limited liability company (“**WM**”) and an affiliate of Waste Management of Texas, Inc. (“**WMTX**”), and Williamson County, a municipal corporation of the State of Texas (the “**County**”). WM and County are collectively referred to as the “**Parties**” and individually as a “**Party**.”

### RECITALS

**WHEREAS**, County owns that certain landfill located at 600 Landfill Road, Hutto, TX 78634 (the “**Williamson County Landfill**”), which is operated by WMTX pursuant to the March 2009 Williamson County Landfill Operation Agreement between the County and WMTX, the July 6, 2013 Supplement and Clarification of that Agreement, and any other amendments (collectively, “**Agreement**”);

**WHEREAS**, WM wishes to potentially develop a renewable natural gas facility at the Williamson County Landfill (the “**RNG Facility**”) using the landfill gas (“**LFG**”) produced by the Williamson County Landfill;

**WHEREAS**, the Parties desire to potentially enter into a landfill gas rights agreement (the “**GRA**”) to grant to WM the exclusive right to the LFG from the Williamson County Landfill for a certain period of time; and

**WHEREAS**, the Parties wish to document certain understandings in this MOU pending their continued negotiations and discussions surrounding the GRA.

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants herein set forth, the Parties hereby agree as follows:

#### **Section 1. Objective.**

(a) The Parties hereby agree to reasonably cooperate to promptly negotiate the terms and conditions of the GRA, in a form reasonably acceptable to each Party.

(b) This MOU sets forth the mutual understandings and intentions relating to the GRA. The GRA shall also provide for other reasonable and customary terms, such as standard representations, warranties and indemnities, that are acceptable to the Parties, which shall generally be substantially consistent with those terms set forth on Exhibit A.

(c) In consideration of the expenses that the other Party has incurred and will incur in connection with the performance of their respective obligations under this MOU, each Party agrees that during the period commencing on the Effective Date and ending on 11:59 P.M. Houston, Texas time on the last day of the term of this MOU (such period, as it may be extended from time to time by mutual written agreement of the Parties, the “**Exclusivity Period**”), and except as contemplated by this MOU, the Parties shall not, and each Party shall cause its respective affiliates and its and their respective officers, directors, managers, partners, employees, agents and representatives (including legal counsel, financial advisors or other third party professionals) and in the case of the County, its elected officials and commissioners, not to,

directly or indirectly, initiate, solicit, encourage, endorse, cooperate with or otherwise facilitate (including by way of furnishing non-public information or data) any inquiry, proposal or offer from any person or group of persons (other than the other Party) (i) regarding the purchase, sale, investment in, or other transactional relationship with the County for the LFG from the Williamson County Landfill or (ii) enter into any agreement, arrangement, or understanding requiring the County to abandon, terminate or fail to consummate this MOU.

**Section 2. Term.** The term of this MOU shall commence on the Effective Date and shall terminate on the first to occur of:

- (a) the execution of the GRA; or
- (b) thirty (30) days following delivery of written notice by either Party to the other Party stating its intention to terminate this MOU.

Upon such termination, except as otherwise expressly provided in Section 15, (i) this MOU shall be of no further force or effect, and (ii) the Parties shall no longer have any rights, duties, or obligations with respect to this MOU.

**Section 3. Public Announcement.** No public announcement (whether in the form of a press release or otherwise) shall be made by or on behalf of any Party or their representatives with respect to the subject matter of this MOU unless:

- (a) the other Party has agreed in writing to permit such public announcement to be made, which permission may be withheld in its sole discretion; or
- (b) such public announcement is required by law and the Party required to make such announcement has given prior written notice thereof to the other Party.

Any public announcement made as permitted under this Section 3 shall be made only in accordance with text mutually agreed upon by the Parties.

**Section 4. Confidentiality.** Each Party agrees to abide by the terms of Section 2.11(b) and other language regarding Confidential Business Records contained in the Agreement during the term of this MOU. All materials provided hereunder shall be deemed “Confidential Business Records” as described in the Agreement.

**Section 5. Limit of Liability.** Notwithstanding anything to the contrary contained in this MOU, except with respect to a breach of Section 4, each Party waives all claims against the other Party (and against the other Party’s owners, officers, managers, directors, affiliates, employees, representatives, successors and assigns) for any losses, expenses, costs, or damages, arising from, or related to, loss of actual or anticipated profits, revenues or product, loss by reason of shutdown or non-operation, increased expense of operation, borrowing or financing, loss of use or productivity, loss of opportunity or increased cost of capital, or any consequential, incidental, indirect, special, exemplary, aggravated, or punitive damages, losses, expenses, or costs, to the extent related to, or arising from, this MOU, and regardless of whether any such claim arises out of breach of contract or warranty, tort (including negligence), product liability, indemnity, contribution, strict liability or any other legal theory.

**Section 6. Notices.** Any notice required or authorized to be given hereunder shall be in writing and shall be served personally, by first class prepaid mail, or by email transmission addressed to the relevant Party at the address stated below. Any notice so given personally shall be deemed to have been served and received upon delivery, any notice by first class prepaid mail shall be deemed to have been delivered forty-eight (48) hours after posting, and any notice so given by email transmission shall be deemed to have been served and received when delivered. As proof of such service and receipt, it shall be sufficient to produce a receipt showing delivery by personal service or by express courier service, or a copy of the corresponding email (showing that the correct email address of the Party to whom notice is served was used) and a delivery receipt.

The Parties' addresses for service are:

To WM: WM Renewable Energy, L.L.C.  
800 Capitol, Suite 3000  
Houston, Texas 77002  
Attn: Sr. Director, Renewable Energy  
Email: rbeck3@wm.com  
Copy to: gclegal@wm.com

To Williamson County:  
Williamson County Judge Office  
710 S. Main St. #101  
Georgetown, Texas 78626  
Attn : Williamson County Judge  
Williamson County Commissioner Precinct 4  
Sr. Director of Infrastructure

**Section 7. Costs.** Each Party shall bear its own costs and expenses (including fees of legal counsel and outside advisors) in connection with the preparation, negotiation and execution of this MOU (whether or not the GRA is consummated), in connection with due diligence investigation and evaluation of the GRA, and in connection with the negotiation, authorization, execution and delivery of the GRA.

**Section 8. Assignment.** Neither Party shall convey, transfer or assign this MOU, or any interest herein, without the prior written consent of the other Party; provided that WM may assign this MOU to an affiliate without the County's prior written consent.

**Section 9. No Third Party Beneficiary.** This MOU is intended for the benefit of the Parties hereto and is not intended to and does not confer any benefit on third parties.

**Section 10. Governing Law.** This MOU shall be governed by and construed in accordance with the laws of Texas, without regard to its conflicts of law principles.

**Section 11. Dispute Resolution.** Any dispute arising out of or in connection with this MOU, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in effect, except to the extent modified herein. The seat of arbitration shall be Houston, Texas. There shall be 1 independent

arbitrator appointed by the AAA. When acting as appointing authority under this Section 11, AAA shall endeavor to appoint an attorney who has experience with and is knowledgeable regarding the operations, maintenance, and construction industry as an arbitrator. The arbitrator shall have no authority or power to enter an award that is in conflict with governing law. The award shall be in writing and shall contain the reasons on which it is based. The award of the arbitrator shall be final and binding on the Parties and may be challenged only on the grounds set forth in the Federal Arbitration Act, 9 U.S.C. §1 et seq. Any award may be enforced or confirmed in any court of competent jurisdiction. The fees and expenses of the arbitration shall be borne equally by the Parties and each Party shall bear its own legal expenses.

**Section 12. Counterparts.** This MOU may be executed in counterparts, each of which shall have the effect of and be considered as an original of this MOU.

**Section 13. Entire Agreement.** This MOU represents the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, representations or agreements, whether written or oral.

**Section 14. Electronic Copies.** The exchange of copies of this MOU and of signature pages by email or other electronic transmission shall constitute effective execution and delivery of this MOU as to the Parties and may be used in lieu of the original MOU for all purposes. Signatures of the Parties transmitted by email or other electronic means shall be deemed to be their original signatures for all purposes.

**Section 15. Binding Effect.**

(a) Except as otherwise provided in this Section, the Parties acknowledge and agree that this MOU, including the Term Sheet hereunder, is not intended to be a binding agreement but merely an expression of intent with regard to the GRA and no binding agreement with respect to the GRA shall exist between the Parties unless and until such document is duly executed and delivered by the Parties, and each Party hereto covenants and agrees to never contend, assert or argue to the contrary.

(b) Notwithstanding anything to the contrary contained in this MOU, the provisions of this MOU hereafter referenced shall be binding upon the Parties to the extent specified:

(1) Sections 1 and 2 of this MOU shall be binding upon the Parties during the term of this MOU; and

(2) Sections 3 through 15 of this MOU shall be binding upon the Parties indefinitely and shall survive the expiration or termination of this MOU.

**IN WITNESS WHEREOF**, the Parties have caused this MOU to be executed by their duly authorized representatives, effective as of the Effective Date written above.

WM Renewable Energy, L.L.C.

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

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

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

Williamson County, Texas

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

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

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

**Exhibit A  
To MOU**

This term sheet (this “*Term Sheet*”) sets forth summaries of the terms and conditions for the GRA. All capitalized terms used but not defined herein shall have the meaning set forth in the MOU.

<p><b>1. Transaction Overview</b></p>	<p><b><i>Construction, Operation and Maintenance of RNG Facility:</i></b> WM will design, construct, operate and maintain on an agreed upon leasehold granted to WM from the County a facility capable of converting LFG from the Williamson County Landfill into renewable natural gas (“<i>RNG</i>”, and such facility the “<i>RNG Facility</i>”).</p> <p><b><i>Rights to LFG:</i></b> County will provide WM the exclusive right to all LFG from the Williamson County Landfill to WM for a period lasting until 20 years after the commercial operations date of the RNG Facility in exchange for compensation to be negotiated between the Parties.</p> <p>WM shall be responsible for obtaining (or causing to be obtained, as applicable) all permits, such as an air permit, at its sole cost and expense, required for the design, construction, operation and maintenance of the RNG Facility. WM shall be permit holder of such permits.</p>
<p><b>2. GRA</b></p>	<p><b><i>Term:</i></b> WM will have the exclusive right to all LFG resulting from the Williamson County Landfill for a period lasting until 20 years following the commercial operation date of the RNG Facility.</p> <p><b><i>Development Schedule:</i></b> WM will begin engineering and permitting processes for the RNG Facility promptly following execution of the GRA.</p> <ul style="list-style-type: none"> <li>• Construction of the Facility will begin once the GRA is executed and all necessary permits are obtained, which the Parties anticipate to be the first half of 2024.</li> <li>• WM currently anticipates that the RNG Facility will achieve commercial operations in 2025, assuming the GRA has been executed and all permits and other approvals have been obtained reasonably in advance of that time.</li> </ul> <p><b><i>Investment:</i></b> WM anticipates that it will invest approximately \$40 million to achieve commercial operation of the RNG Facility and associated infrastructure.</p> <p><b><i>Tax Credits and Incentives:</i></b> WM shall be the sole owner of all tax credits, environmental attributes and other incentives associated with the ownership and operation of the Facility and production of RNG in connection therewith.</p>
<p><b>3. Additional Documentation</b></p>	<p>In addition to the GRA, the Parties anticipate the need to also negotiate a real property lease in connection with the RNG Facility.</p> <p>WM will prepare the initial drafts of these agreements and endeavor to present them to the County no later than sixty (60) days after the execution of the MOU.</p>

**Commissioners Court - Regular Session**

68.

**Meeting Date:** 06/06/2023

Corridor C SH29 Bypass Detour

**Submitted By:** Marie Walters, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding the closing of CR 106 and detouring traffic during construction to CR 130; CR 100; and SH 29, as part of the Corridor C (SH 29 Bypass) Road Bond Project in Commissioner Precinct 4. Project: P459

**Background**

The proposed detour of CR 106 is necessary to construct the related intersection with proposed Sam Houston Ave. The CR 106 closure and detour will last no longer than one month. Adjacent property owners, Williamson County Emergency Communications, the US Postal Service, and the Jarrell ISD will be notified, prior to any changes in the traffic pattern.

**Fiscal Impact**

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

CorridorC(SH29Bypass)-Detour

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

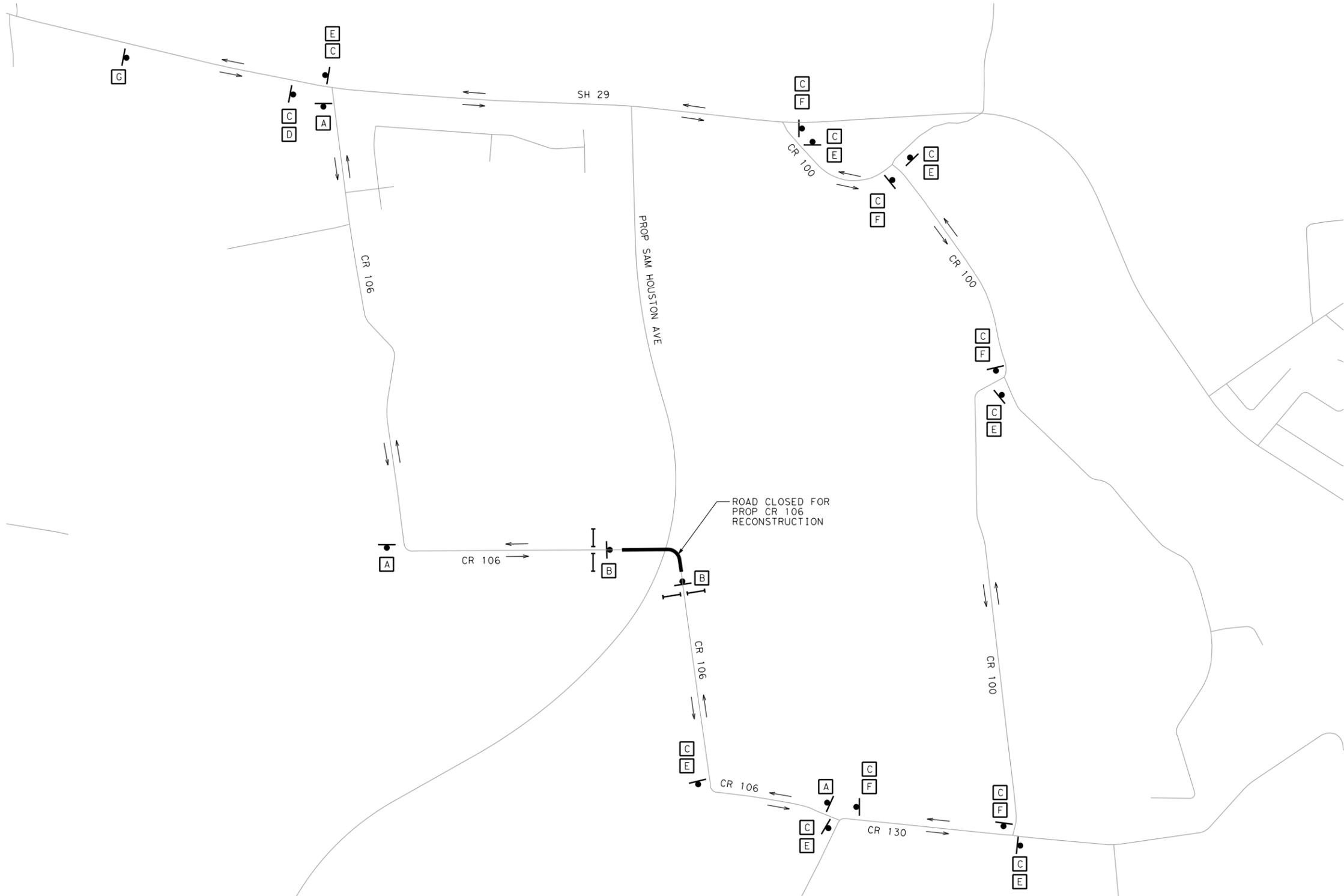
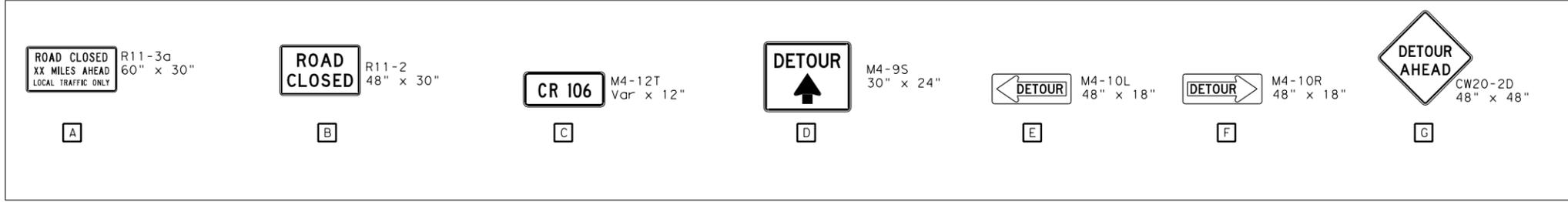
**Date**

06/01/2023 11:02 AM

Started On: 05/25/2023 04:45 PM

PLOT DRIVER: RD\*11x17\*PDF\*HI-RES.plt  
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 FILE: pw:\\SUSD036343.wsatkins.com:ATKNATX01\Documents\Roads and Bridges\Projects\100065091 Corridor C PS&E\CADD\TCP\Corridor C\*TCP\*P2\*CR106\*DET.LAYOUT: 9/16/2021 TIME: 11:33:39 AM

DETOUR SIGNING LEGEND



**LEGEND**

- TYPE III BARRICADE
- TEMPORARY SIGN
- OPEN TRAVEL LANES



*Angel-Lina Soutdarany*  
9/16/2021

NOTE:  
 1. REFER TO THE TMUTCD AND TXDOT STANDARD SHEET WZ(RCD)-13 FOR MINIMUM SIGN PLACEMENT DISTANCES, AS APPLICABLE.  
 2. ALL DRIVEWAYS MUST BE ACCESSIBLE AT ALL TIMES.



**CORRIDOR C / 29 BYPASS  
 TRAFFIC CONTROL PLAN  
 PH I-CR 106  
 DETOUR LAYOUT**

SHEET 1 OF 1

DESIGNED: AVS	FED. RD DIV. No.	STATE	PROJECT No.	HIGHWAY No.
CHECKED: GLG		TEXAS		CORRIDOR C
DRAWN: ALY	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.
CHECKED: GLG	AUSTIN	WILLIAMSON		50

**Commissioners Court - Regular Session**

69.

**Meeting Date:** 06/06/2023

22IFB39 - CR 111 Westinghouse Rd Change Order #10 (Remove Concrete Driveway)

**Submitted By:** Julissa Vasquez, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 10 in the amount of \$39,507.50 for Project 22IFB39 CR 111 Westinghouse Road (Capital Excavation) P: 292 Funding Source: Road Bond.

**Background**

This Change Order provides payment to the Contractor for additional work to remove and replace the existing concrete driveway for the Valero gas station at FM 1460 and CR 111. The driveway and sidewalk were constructed by others after the plans were finalized and the project was bid. The driveway and sidewalk that were placed are in conflict with the proposed roadway widening and had to be removed to construct the proposed roadway section for CR 111. See attached Change Order for additional details.

This Change Order results in an increase of \$39,507.50 to the Contract amount, for an adjusted Contract total of \$22,163,548.68. The original Contract amount was \$21,024,332.88. As a result of this and previous Change Orders, \$1,139,215.80 has been added to the Contract, resulting in a 5.42% increase in the Contract cost. As a result of this Change Order, (0) days will be added to the Contract.

**Fiscal Impact**

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

22IFB39-CO#10\_RemoveDriveway

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 09:33 AM

Started On: 05/31/2023 07:52 AM

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 10

1. CONTRACTOR: Capital Excavation
2. Change Order Work Limits: Sta. 12+50 to Sta. 13+50
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E (3 Max. - In order of Importance - Primary first)

<b>Project:</b>	<u>221FB39</u>
<b>Roadway:</b>	<u>FM 1460 - SH 130</u>
<b>CSJ Number:</b>	_____

5. Describe the work being revised:

**2E. Differing in Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9).** This Change Order compensates the contractor for removing and replacing the existing concrete driveway at the Valero gas station as well as removing the sidewalk that is in conflict with the proposed roadway widening.

6. Work to be performed in accordance with Items: See Attached.
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions/Specifications 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).

<p><small>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.</small></p> <p>THE CONTRACTOR Date <u>5.18.23</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>BE CHESNEY</u></p> <p>Typed/Printed Title <u>VP</u></p>	<p style="text-align: center;"><b>The following information must be provided</b></p> <p>Time Ext. #: _____ Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$39,507.50</u></p>
---	---

**RECOMMENDED FOR EXECUTION:**

[Signature] 5/18/2023  
Project Manager Date

N/A  
Design Engineer Date

Christen Eschberger 5/26/2023  
Program Manager Date

Design Engineer's Seal:

see attached plan sheets

County Commissioner Precinct 1 Date

APPROVED  REQUEST APPROVAL

County Commissioner Precinct 2 Date

APPROVED  REQUEST APPROVAL

County Commissioner Precinct 3 Date

APPROVED  REQUEST APPROVAL

County Commissioner Precinct 4 Date

APPROVED  REQUEST APPROVAL

County Judge Date

APPROVED

## WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 10

Project # 221FB39

**TABLE A:** Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

**TABLE B:** Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
104-6015	REMOVING CONC (SIDEWALK)	SY	\$16.00	316.00	\$5,056.00	134.00	450.00	\$7,200.00	\$2,144.00
104-6022	REMOVING CONC (CURB & GUTTER)	LF	\$7.00	874.00	\$6,118.00	462.50	1,336.50	\$9,355.50	\$3,237.50
432-6002	RIPRAP (CONC) (5IN)	CY	\$540.00	888.00	\$479,520.00	3.00	891.00	\$481,140.00	\$1,620.00
529-6008	CONC CURB & GUTTER (TYII)	LF	\$17.00	27,911.00	\$474,487.00	151.00	28,062.00	\$477,054.00	\$2,567.00
530-6004	DRIVEWAYS (CONC)	SY	\$137.00	975.00	\$133,575.00	172.00	1,147.00	\$157,139.00	\$23,564.00
104-6017	REMOVING CONC (DRIVEWAY)	SY	\$25.00	0.00	\$0.00	255.00	255.00	\$6,375.00	\$6,375.00
<b>TOTALS</b>					<b>\$1,098,756.00</b>			<b>\$1,138,263.50</b>	<b>\$39,507.50</b>

## 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

**Williamson County Road Bond Program**

**CR 111 Westinghouse Rd  
Williamson County Project No. 22IFB39  
Change Order No. 10**

**Reason for Change**

This Change Order provides payment to the Contractor for additional work to remove and replace the existing concrete driveway for the Valero gas station at FM 1460 and CR 111. The driveway and sidewalk were constructed by others after the plans were finalized and the project was bid. The driveway and sidewalk that were placed are in conflict with the proposed roadway widening and had to be removed to construct the proposed roadway section for CR 111.

The following is a list of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
104-6017	REMOVE CONC DRIVEWAY	255	LF

This Change Order results in an increase of \$39,507.50 to the Contract amount, for an adjusted Contract total of \$22,163,548.68. The original Contract amount was \$21,024,332.88. As a result of this and previous Change Orders, \$1,139,215.80 has been added to the Contract, resulting in a 5.42% increase in the Contract cost. As a result of this Change Order, (0) days will be added to the Contract.

**HNTB Corporation**

Oscar Salazar-Bueno, P.E.



PO Box 1301  
Austin, TX 78767  
Email: Estimating@CapitalExcavation.com

## Change Request # 21

Date: 3/20/2023

QuoteTo: Chuck Evans  
HNTB CORPORATION

Project: CR 111 / 110 (1024)

Capital Project #: 1024

Description: Concrete Removal at Store 1460

Item	Description	Quantity	Unit	Unit Price	Amount
104-6022	REMOVE CURB & GUTTER	306.00	LF	7.00	2,142.00
104-6015	REMOVE SIDEWALK	133.00	SY	16.00	2,128.00
104-6017	REMOVE CONC DRIVEWAY	243.00	SY	25.00	6,075.00

GRAND TOTAL 10,345.00

Scope: Pricing to remove concrete sidewalk, curb & gutter, and driveway at the Valero station at the intersection of CR 111 and 1460.  
Quantities are estimated, final pay quantities will be measured and agreed to with inspector in the field.

Capital Excavation Requests an additional : TIA day(s)

This price is in line with TxDOT  
Low Bid Average and current  
WilCo projects based off of the  
quantity.

**Commissioners Court - Regular Session**

70.

**Meeting Date:** 06/06/2023

22IFB138 - CR 366 Change Order #1 (Construction Entrances/Exits)

**Submitted By:** Julissa Vasquez, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of \$11,562.50 for Project 22IFB138 CR 366 (James Construction Group) P: 296 Funding Source: Road Bond.

**Background**

This Change Order adds the installation of the construction entrance/exits along CR 366 and FM 397 Carlos G Parker to access the project site. The construction entrances/exits are to provide a stable pathway to keep the mud sediment off the public roads and improve safety. See attached Change Order for additional details.

This Change Order results in a net increase of \$11,562.50 to the Contract amount, for an adjusted Contract total of \$17,705,824.96. The original Contract amount was \$17,694,262.46. As a result of this and all Change Orders to-date, \$11,562.50 has been added to the Contract, resulting in an 0.07% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

**Fiscal Impact**

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

22IFB138-CR366\_CO#1

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Julissa Vasquez  
Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 09:27 AM  
Started On: 05/31/2023 08:10 AM

**WILLIAMSON COUNTY, TEXAS**  
**CHANGE ORDER NUMBER: 1**

1. CONTRACTOR: James Construction Group
2. Change Order Work Limits: Sta. 45+046 to Sta. 108+06
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 1A (3 Max. - In order of importance - Primary first)

Project:	<u>22IFB138</u>
Roadway:	<u>CR 366</u>
CSJ Number:	_____

5. Describe the work being revised:

**1A. Design Error or Omission. Incorrect PS&E.** : This change order adds the installation of the construction exits along CR 366 and FM 397 Carlos G Parker to access to the project site. The construction entrances or exits are to provide a stable pathway to keep the mud sediment off the public roads and improve safety.

6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions/Specifications 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).

<p><i>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.</i></p> <p>THE CONTRACTOR Date <u>5-30-23</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>Jerry Williams</u></p> <p>Typed/Printed Title <u>Division Manager</u></p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: _____ Days added on this CO: _____</p> <p>Amount added by this change order: <u>\$11,562.50</u></p>
---	--

**RECOMMENDED FOR EXECUTION:**

[Signature] 5/30/2023  
 Project Manager Date

N/A  
 Design Engineer Date

[Signature] 5/30/2023  
 For Christen Eschberger Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date  
 APPROVED  REQUEST APPROVAL

County Commissioner Precinct 2 Date  
 APPROVED  REQUEST APPROVAL

County Commissioner Precinct 3 Date  
 APPROVED  REQUEST APPROVAL

County Commissioner Precinct 4 Date  
 APPROVED  REQUEST APPROVAL

County Judge Date  
 APPROVED

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER:   1  

Project #   22IFB138  

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
506-6020	Install Construction Entrance/Exit (Install and Remove)	SY	\$18.50	0.00	\$0.00	625.00	625.00	\$11,562.50	\$11,562.50
<b>TOTALS</b>					\$0.00			\$0.00	\$11,562.50

## 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

**Williamson County Road Bond Program**

**CR 366**

**Williamson County Project No. 22IFB138**

**Change Order No. 1**

**Reason for Change**

This Change Order adds the installation of the construction entrance/exits along CR 366 and FM 397 Carlos G Parker to access the project site. The construction entrances/exits are to provide a stable pathway to keep the mud sediment off the public roads and improve safety.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
506-6020	Install Construction entrance/exit (Install and Remove)	625	SY

This Change Order results in a net increase of \$11,562.50 to the Contract amount, for an adjusted Contract total of \$17,705,824.96. The original Contract amount was \$17,694,262.46. As a result of this and all Change Orders to-date, \$11,562.50 has been added to the Contract, resulting in an 0.07% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

**HNTB Corporation**

Oscar Salazar-Bueno, P.E.

### Change Order Proposal

Date: 4/05/2023

Proposal# 10907-001



**Bill To:**  
ASIF MIRZAZADA  
HNTB Corporation  
101 E. Old Settlers Blvd, Suite 100  
Round Rock, TX 78664

**RE:**  
Williamson  
CR 3666  
Project No.: 22IFB138  
Control No.: 0320-04-028

Qty	UM	Description	Unit Price	Total
625.00	SY	506 6020 Install Construction Exit	\$18.50	<b>\$11,562.50</b>
			<b>Total</b>	<b>\$11,562.50</b>



# 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 15, 2023

PROJECT CR 366

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
*CONSTRUCTION EXIT <i>Install Typ 1</i>	<del>650 SY</del> 625 SY	\$ 18.50 SY	<del>-\$ 12,025.00</del> \$11,562.50
<del>*CONSTRUCTION EXIT <i>Remove</i></del>	<del>650 SY</del>	<del>\$ 15.00 SY</del>	<del>\$ 9,750.00</del>

THE QUANTITIES QUOTED HEREIN ARE BASED ON REPRESENTATION OF THE PROJECT BY OTHERS AND OUR INTERPRETATION OF THEIR PROJECT PLANS AND SPECIFICATIONS. THIS QUOTATION IS BASED UPON ESTIMATED AND NOT GUARANTEED QUANTITIES. ACTUAL QUANTITIES NEEDED MAY VARY AND IS TO BE DETERMINED BY THE BUYER OR BUYER'S REPRESENTATIVE WHO SHALL VERIFY AND AGREES TO PAY FOR ALL QUANTITIES INSTALLED AND INVOICED. \* RETAINAGE WILL NOT BE HELD OUT ON THESE ITEMS.

**Commissioners Court - Regular Session**

71.

**Meeting Date:** 06/06/2023

22IFB141 - CR 258 Extension Change Order #3 (Steel Encasement)

**Submitted By:** Julissa Vasquez, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of \$22,263.50 for Project 22IFB141 CR 258 Extension (Joe Bland Construction) P: 277 Funding Source: Road Bond.

**Background**

This Change Order provides payment to the Contractor for additional work requested by the adjacent Developer. It was agreed on by the Developer and Williamson County to split the cost of the sleeve installation. The sleeves will be placed across Questa Trail and across CR 258 for future use. Please see attached Change Order for details.

This Change Order results in a net increase of \$22,263.50 to the Contract amount, for an adjusted Contract total of \$6,281,583.55. The original Contract amount was \$5,836,754.36. As a result of this and all Change Orders to-date, \$444,829.19 has been added to the Contract, resulting in a 7.62% net increase in the Contract cost. As a result of this Change Order, zero (0) days will be added to the contract.

**Fiscal Impact**

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

22IFB141-CR258\_CO#3

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 09:57 AM

Started On: 05/31/2023 08:45 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

- 1. CONTRACTOR: Joe Bland Construction
2. Change Order Work Limits: Sta. 41+51.63 to Sta. 69+26.38
3. Type of Change(on federal-aid non-exempt projects): minor (Major/Minor)
4. Reasons: 4D (3 Max. - In order of importance - Primary first)

Project: 22IFB141
Roadway: CR 258 Extension
CSJ Number:

5. Describe the work being revised:

4D. Third Party Accomodation. Other. This Change Order compensates the Contractor for additional work to install sleeves for future utilities across CR 258 and Questa Trail. The payment will be split between the Developer and Williamson County. This method of payment was agreed on between the Developer and Williamson County.

- 6. Work to be performed in accordance with Items: See attached
7. New or revised plan sheet(s) are attached and numbered: Sheets 1-10
8. New Special Provisions/Specifications 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 following information must be provided
Time Ext. #: Days added on this CO:
Amount added by this change order: \$22,263.50
THE CONTRACTOR Date 5/24/23
By Kyle Klussmann
Typed/Printed Name Kyle Klussmann
Typed/Printed Title Project Manager

RECOMMENDED FOR EXECUTION:

Project Manager 5/24/2023 Date

N/A Design Engineer Date

For Christen Eschberger Program Manager 5/31/2023 Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
APPROVED REQUEST APPROVAL

County Commissioner Precinct 2 Date
APPROVED REQUEST APPROVAL

County Commissioner Precinct 3 Date
APPROVED REQUEST APPROVAL

County Commissioner Precinct 4 Date
APPROVED REQUEST APPROVAL

County Judge Date
APPROVED

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Project # 22IFB141

**TABLE A:** Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

**TABLE B:** Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
W4.04.18	18" ENCASEMENT PIPE	LF	\$76.50	0.00	\$0.00	151.00	151.00	\$11,551.50	\$11,551.50
W4.04.24-1	24" ENCASEMENT PIPE	LF	\$103.00	0.00	\$0.00	104.00	104.00	\$10,712.00	\$10,712.00
<b>TOTALS</b>					<b>\$0.00</b>			<b>\$22,263.50</b>	<b>\$22,263.50</b>

# 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

**Williamson County Road Bond Program**

**CR258 Extension  
Williamson County Project No. 22IFB141**

**Change Order No. 3**

**Reason for Change**

This Change Order provides payment to the Contractor for the installation of steel encasing for future utilities requested by the adjacent Developer. The total cost of the additional work is \$44,527.00. It was agreed on by the Developer and Williamson County to split 50%-50% the cost of the sleeve installation. The sleeves will be placed across Questa Trail and across CR 258 for future use.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
W4.04.18	18In Encasement Pipe	151.0	LF
W4.04.24-1	24In Encasement Pipe	104.0	LF

This Change Order results in a net increase of \$22,263.50 to the Contract amount, for an adjusted Contract total of \$6,281,583.55. The original Contract amount was \$5,836,754.36. As a result of this and all Change Orders to-date, \$444,829.19 has been added to the Contract, resulting in a 7.62% net increase in the Contract cost. As a result of this Change Order, zero (0) days will be added to the contract.

**HNTB Corporation**

Oscar Salazar-Bueno, P.E.



To: Tim Haynie Jr.  
Haynie Consulting, Inc.  
1010 Provident Lane  
Round Rock, Texas

Job: CR 258 Extension

Date: 4/19/2023

Developer Sleeves

ITEM NO.	DESCRIPTION	U/M	QUANTITY		
	18" Steel Encasement	LF	151	\$153.00	\$ 23,103.00
	24" Steel Encasement	LF	104	\$206.00	\$ 21,424.00
				Total:	\$ 44,527.00

Price split between Developer and WilCo.  
\$44,527/2=\$22,263.50 each

SUBMITTED BY:  
Joe Bland Construction, L.P.

*Andrew Batten*

By: NAME, Project Manager

*4/19/23*

Date

ACCEPTED:

By: NAME

Date

13111 Dessau Rd. • Austin, Texas 78754  
(512) 821-2808 • Fax: (512) 821-2805

**Commissioners Court - Regular Session**

72.

**Meeting Date:** 06/06/2023

Hairy Man Road – Supplemental Utility Agreement with Pedernales Electric Cooperative (PEC)

**Submitted By:** Julissa Vasquez, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding the Supplemental Utility Agreement with PEC for utility relocations on the Hairy Man Road Project, a Road Bond Project in Commissioner Precinct 3, P284.

**Background**

PEC has existing facilities in conflict with the Hairy Man Road Project. This supplemental for the relocations is needed due to additional materials and relocation coordination efforts. The Supplemental Utility Agreement for the relocations increases the reimbursement costs by \$80,990.13 for a total of \$183,132.38. PEC is 100% eligible for reimbursement. The total anticipated reimbursement to PEC by the County is \$183,132.38.

**Fiscal Impact**

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

HairyManRd\_PEC\_Supplemental

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Julissa Vasquez  
Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 11:44 AM  
Started On: 05/31/2023 11:13 AM

**STANDARD UTILITY AGREEMENT**  
**SUPPLEMENTAL AGREEMENT No.   1   TO   Hairy Man Rd/Brushy Creek Rd**  
**Improvements PEC Reimbursement Agreement**

This Supplemental Agreement is made pursuant to the terms and conditions of the Agreed entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and **Pedernales Electric Cooperative, Inc.** (*the "Utility"*) and shall be effective upon the date of acceptance and execution by and on behalf of the **County**.

**Whereas**, the **County** and **Utility** executed a Standard Utility Agreement on   October 20, 2020  , concerning the adjustment, relocation, or removal of certain of **Utility's** facilities;

**Whereas**, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

**Whereas**, due to the newly discovered information by the **Utility** deemed sufficient by the **County**, the **County** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

**Whereas**, the statement of work contained in the Standard Utility Agreement shall be supplemented to include: additional material and internal labor as detailed in the attached backup documents, which is more specifically shown in **Utility's** plans, specifications, estimated costs and schedule which are attached to this supplemental agreement as Attachment "A".

**Now, Therefore, Be It Agreed:**

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation or removal found in Attachment "A".

The estimated cost of the adjustment, relocation or removal is **increased** by **\$ 80,990.13** for a total of **\$ 183,132.38**. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement except those specifically included in this document remain in effect.

**STANDARD UTILITY AGREEMENT**  
**SUPPLEMENTAL AGREEMENT No. 1 TO Hairy Man Rd/Brushy Creek Rd**  
**Improvements PEC Reimbursement Agreement**

(con't.)

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

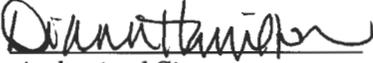
**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures.

**UTILITY**

**WILLIAMSON COUNTY**

Utility: Pedernales Electric Cooperative  
*Name of Utility*

By: \_\_\_\_\_  
*Authorized Signature*

By:   
*Authorized Signature*

Bill Gravell, Jr.  
*Print or Type Name*

Title: Electric Distribution  
Planning and Design Manager

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

Date: May 15, 2023

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

## **ATTACHMENT “A”**

### **Backup Documents to Supplemental:**

Summary of Supplemental Agreement:

**Direct and Indirect Material and Labor Increases and Overhead:**

Cost increased due to the following:

- Increase in quantity of primary conductor cable
- Coordination and delay due to removal of attaching joint users on poles

\*\*\*See below summary for additional costs\*\*\*

ITEMS	PEC Executed Reimbursement Agreement	PEC Statement of Charges			Difference
		Actual Construction & Retirement Cost	Actual Construction Cost	Actual Retirement Cost	
21 - AFUDC/Capitalized Interest on LT Debt	\$ -	\$ 467.98	\$ 467.98	\$ -	\$ 467.98
31 - Internal Labor	\$ -	\$ 31,411.71	\$ 28,280.94	\$ 3,130.77	\$ 31,411.71
39 - Indirect Internal Labor & Indirect PL OH	\$ 38,418.75	\$ 23,694.04	\$ 22,354.77	\$ 1,339.27	\$ (14,724.71)
41 - Inventory Materials	\$ 9,582.43	\$ 11,873.73	\$ 11,873.73	\$ -	\$ 2,291.30
49 - Indirect Materials	\$ -	\$ 1,147.02	\$ 1,147.02	\$ -	\$ 1,147.02
51 - Benefits Overhead	\$ -	\$ 22,985.87	\$ 20,198.81	\$ 2,787.06	\$ 22,985.87
52 - Materials Overhead	\$ 1,149.90	\$ 1,774.69	\$ 1,774.69	\$ -	\$ 624.79
53 - Transportation Overhead	\$ -	\$ 16,828.83	\$ 15,237.56	\$ 1,591.27	\$ 16,828.83
54 - Crew Clearing Overhead	\$ -	\$ 1,708.50	\$ 1,685.46	\$ 23.04	\$ 1,708.50
59 - Indirect Overhead	\$ -	\$ 2,480.60	\$ 2,480.60	\$ -	\$ 2,480.60
61 - External Services-Engineering/Staking	\$ 47,991.17	\$ 52,313.23	\$ 35,725.30	\$ 16,587.93	\$ 4,322.06
62 - External Services-Utility Construction	\$ -	\$ 10,771.25	\$ 10,771.25	\$ -	\$ 10,771.25
63 - External Services-Vegetation Management	\$ 5,000.00	\$ 2,552.00	\$ 2,552.00	\$ -	\$ (2,448.00)
64 - External Services-Other	\$ -	\$ 563.63	\$ 563.63	\$ -	\$ 563.63
69 - Indirect External Services	\$ -	\$ 2,559.30	\$ 2,559.30	\$ -	\$ 2,559.30
<b>TOTALS</b>	<b>\$ 102,142.25</b>	<b>\$ 183,132.38</b>	<b>\$ 157,673.04</b>	<b>\$ 25,459.34</b>	<b>\$ 80,990.13</b>

ACTUAL vs. AGREEMENT SUMMARY REPORT

AGREEMENT		ACTUAL		Details
Item	Cost	Item	Cost	
Material Cost & OVH	\$ 10,732.33	Construction	\$ 125,963.44	Refer to ID: 31,39,51,59,53,54,61
Labor Cost & OVH	\$ 38,418.75	Retirement	\$ 25,459.34	Refer to ID: 31,39,51,53,54,61
	\$ 49,151.08		\$ 151,422.78	

LABOR & MATERIALS ACTUAL vs. AGREEMENT DIFF

**\$ 102,271.70**

AGREEMENT		ACTUAL		Details
Item	Cost	Item	Cost	
Engineering Labor	\$ 46,702.13	Engineering Labor	\$ 26,034.67	Refer to ID: 21,41,49,52,62
Mileage Expenses	\$ 1,209.04	External Services - Other	\$ 563.63	Refer to ID: 64
Easement Filing	\$ 80.00	Indirect External Services	\$ 2,559.30	Refer to ID 69
	\$ 47,991.17		\$ 29,157.60	

ENGINEERING SERVICES ACTUAL vs. AGREEMENT DIFF

**\$ (18,833.57)**

AGREEMENT		ACTUAL		Details
Item	Cost	Item	Cost	
Vegetation	\$ 5,000.00	Vegetation	\$ 2,552.00	Refer to ID: 63
	\$ 5,000.00		\$ 2,552.00	

VEGETATION SERVICES ACTUAL vs. AGREEMENT DIFF

**\$ (2,448.00)**

TOTAL DIFFERENCE ACTUAL vs. AGREEMENT

**\$ 80,990.13**



**STATEMENT OF CHARGES**

**Cedar Park District**  
 1949 West Whitestone Boulevard  
 Cedar Park, Texas 78613  
 877-372-0391 Option 3

RE: Hairy Man at Brushy Creek Road Widening

**RECIPIENT:**

Name: Williamson  
 c/o HNTB  
 Address: 505 East H  
 City, State, ZIP: Austin, Texas 78752

Project: WilCo Road Bond\_Hairy Man Rd/Brushy Creek Rd  
 Recommend payment for full invoice amount of \$183,132.38, pending the approval of supplemental agreement in the amount of \$80,990.13 for relocation services rendered by PEC.  
 Reviewed & Approved by: Amanda Begg, CobbFendley

August 27, 2021

Sales Tax Rate: Exempt

PEC Work Order	Invoice	DESCRIPTION	AMOUNT
106295 & 124294		Material Cost Plus Overhead	\$ 15,263.42
		Internal Labor Cost Plus Overhead	\$ 80,572.22
		Crew Clearing Overhead	\$ 1,708.50
		Transportation Overhead	\$ 16,828.83
		Indirect External Services	\$ 2,559.30
		<b>Subtotal</b>	<b>\$ 116,932.27</b>
	SW069959	Altus Traffic Management	\$ 563.63
	3409	Arbol Tree Service & Landscape LLC	\$ 2,445.00
	12710	Kasparian Underground	\$ 10,771.25
	29129	M&S Engineering	\$ 2,925.75
	29733	M&S Engineering	\$ 922.50
	29408	M&S Engineering	\$ 2,274.88
	27393	M&S Engineering	\$ 262.50
	31772	M&S Engineering	\$ 5,536.54
	33110	M&S Engineering	\$ 5,149.20
	33424	M&S Engineering	\$ 7,269.87
	35270	M&S Engineering	\$ 5,247.50
	35792	M&S Engineering	\$ 4,287.96
	36445	M&S Engineering	\$ 826.75
	36998	M&S Engineering	\$ 255.00
	37524	M&S Engineering	\$ 1,757.16
	38593	M&S Engineering	\$ 797.72
	33754	M&S Engineering	\$ 2,813.13
	34472	M&S Engineering	\$ 2,287.05
	24423	M&S Engineering	\$ 8,939.72
	24806	M&S Engineering	\$ 760.00
	1161	Tree Nerds	80.25
	1187	Tree Nerds	\$ 26.75
		<b>Subtotal</b>	<b>\$ 66,200.11</b>
		TAX	
<b>Estimated Project Total</b>			<b>\$ 183,132.38</b>
<b>Eligibility Ratio</b>			<b>100.00%</b>
<b>Estimated Total Reimbursable</b>			<b>\$ 183,132.38</b>

**DIRECT ALL INQUIRIES TO:**  
 Sarah Miller  
 512-431-0327  
[Sarah.Miller@peci.com](mailto:Sarah.Miller@peci.com)

Charge Code	Construction Actual	Retirement Actual	
AFUDC/Capitalized Interest on LT Debt	\$ 467.98	\$ -	Capitalized Interest on Long Term Debt
31 - Internal Labor	\$ 28,280.94	\$ 3,130.77	Direct internal labor
39 - Indirect Internal Labor & Indirect PL OH	\$ 22,354.77	\$ 1,339.27	Indirect labor for internal engineering & administrative labor - spread monthly with basis of direct labor & direct construction services.
41 - Inventory Materials	\$ 11,873.73	\$ -	Materials directly charged to WO
49 - Indirect Materials	\$ 1,147.02	\$ -	Indirect miscellaneous charges such as property tax, insurance, easements/ROW, etc.
51 - Benefits Overhead	\$ 20,198.81	\$ 2,787.06	Covers employee benefits, basis is direct internal labor - comes directly from payroll module, covers benefits such as insurance, pension, disability, unemployment, PTO, etc.
52 - Materials Overhead	\$ 1,774.69	\$ -	Based on materials charged - covers warehouse employees & equipment, grab bag materials, handling of materials, etc.
53 - Transportation Overhead	\$ 15,237.56	\$ 1,591.27	Transportation overhead based on fleet usage keyed with labor
54 - Crew Clearing Overhead	\$ 1,685.46	\$ 23.04	Covers crew tools, supplies used in construction of line
59 - Indirect Overhead	\$ 2,480.60	\$ -	Indirect spread of benefits overheads for internal engineering & administrative labor in charge code 39 above
61 - External Services-Engineering/Staking	\$ 35,725.30	\$ 16,587.93	External engineering - see invoices attached
62 - External Services-Utility Construction	\$ 10,771.25	\$ -	External construction contractor who assisted in digging holes - see invoices attached
63 - External Services-Vegetation Management	\$ 2,552.00	\$ -	Tree trimming, ROW clearing - see invoices attached
64 - External Services-Other	\$ 563.63	\$ -	Traffic control - see invoices attached
69 - Indirect External Services	\$ 2,559.30	\$ -	Indirect spread of external engineering or consultants not related to one particular project - such as for material standards, system equipment inventories, etc.
	<b>\$ 157,673.04</b>	\$ 25,459.34	
		\$ 183,132.38	

Work Order	Description	Period	Date	Item	Item Description	Quantity	UOM	Amount
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Nov-19	11/7/2019	2002071	Light LED 100W Equiv Type 5 Area 4000CCT	1	EA - EACH	165.73
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Nov-19	11/25/2019	2001860	Insulator Guy Strain 144" CR - CR	9	EA - EACH	227.11
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Nov-19	11/25/2019	2000195	Cable Guy 3/8" EHS	396	FT - FEET	1,194.85
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Nov-19	11/25/2019	2000491	Ground Enhancement	150	LB - POUND	103.11
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Nov-19	11/25/2019	2000578	Marker Guy 8'	9	EA - EACH	24.89
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Nov-19	11/25/2019	2000621	Pin Pole Top 20" - 1 3/8" Thd	1	EA - EACH	7.95
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Nov-19	11/25/2019	2001328	Xarm Fbgls 8' Tangent	2	EA - EACH	223.54
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Nov-19	11/25/2019	2000642	Pole 45 CL3 Wood	6	EA - EACH	2,014.50
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Nov-19	11/25/2019	2000841	Rod Anchor 3/4" x 8' Twin Eye	9	EA - EACH	147.84
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Nov-19	11/25/2019	2001292	Wire AAC 336.4 MCM	4,820.00	FT - FEET	2,881.88
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Nov-19	11/25/2019	2001295	Wire Copper Bare 6 Sol SD	25	LB - POUND	93.33
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Nov-19	11/25/2019	2001324	Xarm Fbgls 10' Tangent	2	EA - EACH	266.84
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Nov-19	11/25/2019	2000626	Pin Xarm 1 3/8" Thd Reg	4	EA - EACH	38.12
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Sep-19	9/12/2019	2001317	Xarm DE Fbgls 8' 3Wire	9	EA - EACH	1,512.62
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Sep-19	9/12/2019	2001328	Xarm Fbgls 8' Tangent	2	EA - EACH	220.9
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Sep-19	9/12/2019	2000246	Clamp DE S/L Strt - 1/0 - 336 ACSR	8	EA - EACH	76.44
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Jul-19	7/9/2019	2000901	Stirrup HL 1/0 - 397 ACSR	12	EA - EACH	181.64
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Jul-19	7/9/2019	2000013	Arrester Dist 18kV Off Pole	6	EA - EACH	369.53
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Jul-19	7/9/2019	2000032	Attachment Guy Strain Ins	9	EA - EACH	63.99
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Jul-19	7/9/2019	2000148	Bracket DA Clevis	1	EA - EACH	4.08
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Jul-19	7/9/2019	2000246	Clamp DE S/L Strt - 1/0 - 336 ACSR	40	EA - EACH	379.82
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Jul-19	7/9/2019	2000631	Plate Pole Ground Full Electrd	6	EA - EACH	353.86
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Jul-19	7/9/2019	2000626	Pin Xarm 1 3/8" Thd Reg	8	EA - EACH	72.63
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Jul-19	7/9/2019	2000625	Pin Xarm 1 3/8" Thd Clamp Type	10	EA - EACH	149.91
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Jul-19	7/9/2019	2000621	Pin Pole Top 20" - 1 3/8" Thd	4	EA - EACH	29.64
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Jul-19	7/9/2019	2000551	Insulator Susp Poly 35kV CL	33	EA - EACH	476.12
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Jul-19	7/9/2019	2000544	Insulator Spool CL 53 - 2	3	EA - EACH	1.8
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Jul-19	7/9/2019	2000541	Insulator Pin Type CL 55 - 7	22	EA - EACH	187.27
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Jul-19	7/9/2019	2000496	Guard Fused Cutout Cover	2	EA - EACH	26.25
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Jul-19	7/9/2019	2000495	Guard Bird Arrester	2	EA - EACH	7.67
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Jul-19	7/9/2019	2000494	Guard Bird Lg	2	EA - EACH	7.92
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Jul-19	7/9/2019	2000423	Cutout 14.4 - 24.9 100A	2	EA - EACH	121.9
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Jul-19	7/9/2019	2000278	Conn HL Gp 8 - 2/0 - 8 - 1/0	8	EA - EACH	59.88
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Jul-19	7/9/2019	2000262	Clevis Anchor Shackel Sml Distribution	20	EA - EACH	64.56
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Jul-19	7/9/2019	2000248	Clamp DE S/L Strt - 6 - 2/0 ACSR	4	EA - EACH	25.03
106295	MR AR30 BRUSHY CREEK ROAD WIDENINC	Jul-19	7/9/2019	2000004	Anchor 10000 - 12000 LB	9	EA - EACH	90.58
								11873.73

Material	Quantity	Cost
Guying & Anchoring	18	853.23
Poles	6	2,864.30
Primary Conductor	4820 ft	3,337.29
Primary Units	105	4632.33
Security Light	1	186.58
<b>Total</b>		<b>11,873.73</b>

**Tree Nerds, Inc.**  
PO Box 1933  
Cedar Park, TX 78630-1933  
512-563-9869  
tjmarty@gmail.com



## Invoice

### BILL TO

Pedernales Electric  
Cooperative, Inc.  
Attn: George Leader  
201 South Avenue F  
Johnson City, TX 78636

### SHIP TO

Pedernales Electric  
Cooperative, Inc.  
Pedernales Electric  
Cooperative, Inc.  
Attn: George Leader  
201 South Avenue F  
Johnson City, TX 78636

**INVOICE #** 1161

**DATE** 04/25/2019

**TERMS** Net 30

---

### P.O. NUMBER

4500062957

### SALES REP

Trisha Marty

### WEEK ENDING DATE

4-13-19

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/12/2019	Senior UF (Regular HR)	Utility Forestry Services (Regular Hours)	1.50	53.50	80.25

Thank you for your business!

BALANCE DUE

**\$80.25**

**RECEIVED**

*By Amanda Mize at 2:01 pm, Apr 25, 2019*



Tree Nerds, Inc.  
PO Box 1933  
Cedar Park, TX 78630-1933  
512-563-9869  
tjmarty@gmail.com

**RECEIVED**

By June Williams at 8:34 am, May 09, 2019



## Invoice

**BILL TO**

Pedernales Electric  
Cooperative, Inc.  
Attn: George Leader  
201 South Avenue F  
Johnson City, TX 78636

**INVOICE #** 1187  
**DATE** 05/08/2019

**TERMS** Net 30

**P.O. NUMBER**  
4500062957

**SALES REP**  
Trisha Marty

**WEEK ENDING DATE**  
4-27-19

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/26/2019	Senior UF (Regular HR)	Utility Forestry Services (Regular Hours)	0.50	53.50	26.75

Thank you for your business!

**BALANCE DUE**

**\$26.75**

Trisha Marty	Area 5																			
PO # 4500062957	Date	4/27/2019	Labor Hours																	
WO #106295	WO #106295	Billable	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total										
		Y	0		0	0		0.5		0.5									0.5	
		Y																	0	
		Y	0		0														0	
		Y	0				0												0	
		total	0	0	0	0	0	0.5	0	0.5									0.5	
	Standard Hours	Y	0	0	0	0		0.5		0.5									0.5	
	Over-time Hours	Y	0	0						0									0	
	Total Hours									0.5									0.5	

Notes:

brushy creek project - small extension

Invoice

Arbol Tree Service & Landscape LLC

1822 E. Polk St.  
Burnet, TX 78611

# Invoice

Date	Invoice #
5/21/2019	3409

Bill To

Vegetation Department  
302 Haley Road, Bldg. B  
Johnson City, TX 78636  
Attn: Ryan K/Trisha M

Arbol #  
SO# 622213

WO#  
106295

Item	Date	Description	Rate	Hours	Amount
Utility Clearing	4/16/2019	PO# 4500062958 WO# 106295 SO# 622213	244.50	10	2,445.00
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p><b>RECEIVED</b> By Jessica Stevens - Accounts Payable at 12:32 pm, May 23, 2019</p> </div>					

**Total** \$2,445.00

Phone #	Fax #	E-mail
(325)388-6170	(325)388-0519	eavilesjr@arbortreesvc.com

# Trimming/Clearing Request

*JAM*

Updated 02/12/2019

Requester: Trisha Marty  
Work Order: 106295  
Forester: Trisha Marty  
Vendor: Arbol

Date Requested: 4-16-19  
SO Number: 622213  
Estimated Cost: \$ 500  
Estimated Cost: \$ 3000

Work Type: Check all that apply

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Ground to Sky Clearing | <input checked="" type="checkbox"/> Proximity Trimming |
| <input checked="" type="checkbox"/> Clear 10' Around Poles | <input checked="" type="checkbox"/> Line Extension     |
| <input type="checkbox"/> CIP Hourly                        | <input type="checkbox"/> EXP Hourly                    |
| <input type="checkbox"/> Long Term Project                 | <input type="checkbox"/> Multiple SO's                 |

Comments:

pruning and removing trees so crews can move poles for road expansion project. PO # 4500062958

\* Address is 4100 Brushy Creek \*

\* Non Standard hrs: \*

10 units for a (5) man manual crew.

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

Requisition #: \_\_\_\_\_

Purchase Order#: \_\_\_\_\_

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

Date Ordered: 04.26.19.

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

Requisition #: \_\_\_\_\_

Purchase Order#: \_\_\_\_\_

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

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

JUL 13 '16 AM 11:19



**M&S ENGINEERING**  
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6477 FM 311 | PO BOX 970  
SPRING BRANCH, TX 78070  
830.228.5446 PH | 830.885.2170 FX  
FIRM F-1394  
WWW.MSENGR.COM

Pedernales Electric Cooperative  
Attn: Diann Hamilton  
PO Box 1  
Johnson City, TX 78636

July 8, 2016  
Project No: 4016PECCP.003  
Invoice No: 24423

**Invoice Total \$8,939.72**

Project 4016PECCP.003 HAIRY MAN ROAD / BRUSHY CREEK ROAD WIDENING  
Work Order# 106295

**Professional Services from June 1, 2016 to June 30, 2016**

**Professional Personnel**

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
<b>Senior Technician III</b>					
Newcomer, William	6/6/2016	Review and Supervision.	1.00	105.00	105.00
Newcomer, William	6/9/2016	Review and Supervision.	1.00	105.00	105.00
Newcomer, William	6/15/2016	Review and Supervision.	1.00	105.00	105.00
Schindler, Joshua	6/6/2016	Trip to Cedar Park to pick up disc regarding project	1.50	105.00	157.50
Schindler, Joshua	6/7/2016	Review project. Create M&S work order number. Fill out waiver release form for Williamson County. Landowner research.	2.50	105.00	262.50
Schindler, Joshua	6/8/2016	Review project with Javier, view dgn provided by Cobb Fendley.	1.50	105.00	157.50
Schindler, Joshua	6/13/2016	Discuss lack of/incorrect information received from Cobb Fendley. No control points received.	1.50	105.00	157.50
<b>Senior Technician II</b>					
Leyva, Javier	6/8/2016	Landowner/Easement Research	6.00	95.00	570.00
Leyva, Javier	6/9/2016	Landowner/Easement Research	10.00	95.00	950.00
Leyva, Javier	6/13/2016	Landowner/Easement Research	10.00	95.00	950.00
Leyva, Javier	6/20/2016	GPS Pole Location Survey	10.00	95.00	950.00
Leyva, Javier	6/21/2016	CAD Drawings	10.00	95.00	950.00

Invoices are due and payable within 30 days of date on invoice.  
If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.

Project	4016PECCP.003	HAIRY MAN ROAD / BRUSHY CREEK ROAD	Invoice	24423
Leyva, Javier	6/27/2016	6.00	95.00	570.00
CAD drawing & Framing Units				
Leyva, Javier	6/30/2016	10.00	95.00	950.00
CAD Drawings & Field Measurement				
Project Technician III				
Manriquez, Bundy	6/9/2016	10.00	75.00	750.00
GPS and gather information existing line				
Project Technician II				
Martinez, II, Joe	6/21/2016	6.00	70.00	420.00
Staked new poles with Javier.				
Senior CAD Operator I				
Krause, Justin	6/8/2016	1.00	58.00	58.00
CAD Design				
Krause, Justin	6/13/2016	2.00	58.00	116.00
CAD Design				
Krause, Justin	6/15/2016	1.00	58.00	58.00
CAD Design				
Krause, Justin	6/22/2016	1.00	58.00	58.00
CAD Design				
Krause, Justin	6/27/2016	3.00	58.00	174.00
CAD Design				
Administrative II				
Brean, Devon	6/7/2016	.25	67.50	16.88
Administrative Project Set Up				
Totals		96.25		8,590.88
<b>Total Labor</b>				<b>8,590.88</b>
<b>Unit Billing</b>				
Standard Mileage				
6/1/2016		180.0 Miles @ 0.54		97.20
6/21/2016		186.0 Miles @ 0.54		100.44
6/30/2016		280.0 Miles @ 0.54		151.20
<b>Total Units</b>				<b>348.84</b>
<b>Total this Invoice</b>				<b>\$8,939.72</b>

Invoices are due and payable within 30 days of date on invoice.

Page 2

If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.



**M&S ENGINEERING**  
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830.228.5446 PH | 830.885.2170 FX  
FIRM F-1394  
WWW.MSENGR.COM

Pedernales Electric Cooperative  
Attn: Diann Hamilton  
PO Box 1  
Johnson City, TX 78636

August 8, 2016  
Project No: 4016PECCP.003  
Invoice No: 24806

**Invoice Total \$760.00**

Project 4016PECCP.003 HAIRY MAN ROAD / BRUSHY CREEK ROAD WIDENING  
Work Order# 106295

**Professional Services from July 1, 2016 to July 31, 2016**

**Professional Personnel**

		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Senior Technician II					
Leyva, Javier	7/7/2016	3.00	95.00	285.00	
Set up site vist with fern Bluff MUD					
emailed preliminarly design to Cobb Finly for conflict relocation					
Leyva, Javier	7/11/2016	1.00	95.00	95.00	
Received and reviewed comments from Cobb Finly.					
Leyva, Javier	7/14/2016	4.00	95.00	380.00	
Revised preliminary drawings					
Per cobb finley					
	Totals	8.00		760.00	
	<b>Total Labor</b>				<b>760.00</b>
			<b>Total this Invoice</b>		<b>\$760.00</b>

Invoices are due and payable within 30 days of date on invoice.  
If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.

**RECEIVED**

By June Williams at 7:33 am, May 11, 2017



**M&S ENGINEERING**  
CIVIL | ELECTRICAL | STRUCTURAL | MEP

6477 FM 311 | PO BOX 970  
SPRING BRANCH, TX 78070  
830.228.5446 PH | 830.885.2170 FX  
FIRM F-1394  
WWW.MSENGR.COM

Pedernales Electric Cooperative  
Attn: Diann Hamilton  
PO Box 1  
Johnson City, TX 78636

May 9, 2017  
Project No: 4016PECCP.003  
Invoice No: 27393

**Invoice Total \$262.50**

Project 4016PECCP.003 HAIRY MAN ROAD / BRUSHY CREEK ROAD WIDENING  
Work Order# 106295

**Professional Services from April 1, 2017 to April 30, 2017**

**Professional Personnel**

	Hours	Rate	Amount
Senior Technician III			
Schindler, Joshua                      4/5/2017	2.50	105.00	262.50
Review new schematics and send email to Cobb Fendley with discrepancies on the recieved files.			
Totals	2.50		262.50
<b>Total Labor</b>			<b>262.50</b>
		<b>Total this Invoice</b>	<b>\$262.50</b>

**Billings to Date**

	Current	Prior	Total
Labor	262.50	9,350.88	9,613.38
Unit	0.00	348.84	348.84
<b>Totals</b>	<b>262.50</b>	<b>9,699.72</b>	<b>9,962.22</b>

Invoices are due and payable within 30 days of date on invoice.  
If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.  
Now accepting all major credit cards. All credit card payments will be assessed a 3.5% fee.



**M&S ENGINEERING**  
CIVIL | ELECTRICAL | STRUCTURAL | MEP

6477 FM 311 | PO BOX 970  
SPRING BRANCH, TX 78070  
830.228.5446 PH | 830.885.2170 FX  
FIRM F-1394  
WWW.MSENGR.COM

Pedernales Electric Cooperative  
Attn: Diann Hamilton  
PO Box 1  
Johnson City, TX 78636

October 12, 2017  
Project No: 4016PECCP.001  
Invoice No: 29129

**Invoice Total \$2,925.75**

Project 4016PECCP.001 ANDERSON MILL RD. WIDENING - FM 1431

**Professional Services from September 1, 2017 to September 30, 2017**

Phase 02 PH2 WO#109929  
4016PO#4500044494

**Professional Personnel**

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Senior Technician III					
Newcomer, William	9/12/2017		1.00	105.00	105.00
Review and Supervision.					
Senior Technician II					
Venable, James	9/7/2017		7.50	95.00	712.50
GPS points needed for Preliminary design					
Senior Technician I					
McMillan, Steven	9/7/2017		7.00	85.00	595.00
Replace Stakes missing from job site					
McMillan, Steven	9/11/2017		5.00	85.00	425.00
Enter Design into Customers Mapping Program					
McMillan, Steven	9/14/2017		1.00	85.00	85.00
Enter Design into Customers Mapping Program					
Totals			21.50		1,922.50
<b>Total Labor</b>					<b>1,922.50</b>

**Unit Billing**

Standard Mileage					
9/7/2017			207.0 Miles @ 0.535		110.75
<b>Total Units</b>					<b>110.75</b>
				<b>Total this Phase</b>	<b>\$2,033.25</b>

Phase 03 BCP Permit  
PO#4500044494

Invoices are due and payable within 30 days of date on invoice.  
If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.  
Now accepting all major credit cards. All credit card payments will be assessed a 3.5% fee.

**RECEIVED**

By Jessica Stevens - Accounts Payable at 10:47 am, Oct 13, 2017

**Professional Personnel**

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Senior Technician III						
Schindler, Joshua	9/6/2017		1.50	105.00	157.50	
		Correspondence with Maria on status of BCCP permit. Correspondence and easement acquisition with Alan Green.				
Schindler, Joshua	9/7/2017		.50	105.00	52.50	
		Walkthrough urd route with Eddie. Send pdf of location to Eddie for Pre- Construcion meeting				
Schindler, Joshua	9/11/2017		.50	105.00	52.50	
		Review BCCP units in NIS.				
Schindler, Joshua	9/12/2017		1.00	105.00	105.00	
		Correspondence with Maria with PEC and Nico of the COA on easement acquisition.				
Schindler, Joshua	9/13/2017		.50	105.00	52.50	
		Discuss property to be research with survey group for Easement along BCCP/COA area.				
Schindler, Joshua	9/18/2017		.75	105.00	78.75	
		Review Deed information and provide DiAnn with information.				
Schindler, Joshua	9/20/2017		.50	105.00	52.50	
		Correspondence with Alan Green on paving and underground electrical updates.				
Schindler, Joshua	9/21/2017		1.50	105.00	157.50	
		BCP permit acquisition discussions with DiAnn, Alan, and Sherri Kuhl.				
Schindler, Joshua	9/26/2017		1.25	105.00	131.25	
		Correspondence with Sherri Kuhl of COA. Correspondence with Dennis og Brinkley Barfield on riser pole removal and new pole installation.				
Schindler, Joshua	9/27/2017		.50	105.00	52.50	
		Correspondence with Nico of COA.				
		Totals	8.50		892.50	
		<b>Total Labor</b>				<b>892.50</b>
				<b>Total this Phase</b>		<b>\$892.50</b>
				<b>Total this Invoice</b>		<b>\$2,925.75</b>

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Labor	2,815.00	93,309.38	96,124.38
Consultant	0.00	4,582.50	4,582.50
Expense	0.00	207.92	207.92
Unit	110.75	3,193.97	3,304.72
<b>Totals</b>	<b>2,925.75</b>	<b>101,293.77</b>	<b>104,219.52</b>

Invoices are due and payable within 30 days of date on invoice.  
 If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.  
 Now accepting all major credit cards. All credit card payments will be assessed a 3.5% fee.

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Invoices are due and payable within 30 days of date on invoice.  
If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.  
Now accepting all major credit cards. All credit card payments will be assessed a 3.5% fee.



**M&S ENGINEERING**  
CIVIL | ELECTRICAL | STRUCTURAL | MEP

6477 FM 311 | PO BOX 970  
SPRING BRANCH, TX 78070  
830.228.5446 PH | 830.885.2170 FX  
FIRM F-1394  
WWW.MSENGR.COM

Pedernales Electric Cooperative  
Attn: Diann Hamilton  
PO Box 1  
Johnson City, TX 78636

November 9, 2017  
Project No: 4016PECCP.003  
Invoice No: 29408

**Invoice Total \$2,274.88**

Project 4016PECCP.003 HAIRY MAN ROAD / BRUSHY CREEK ROAD WIDENING

PO#4500047613

**Professional Services from October 1, 2017 to October 31, 2017**

**Professional Personnel**

		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Senior Technician III				
Newcomer, William	10/17/2017	1.00	105.00	105.00
Review and Supervision				
Newcomer, William	10/27/2017	1.00	105.00	105.00
Review and Supervision				
Schindler, Joshua	10/16/2017	1.75	105.00	183.75
Reviewed new documents sent out by Cobb Fendley in regards to this project.				
Schindler, Joshua	10/17/2017	1.25	105.00	131.25
Discuss project with George and Addison. Correspondence with Derrick of CobbFendley on utility coordination schedules.				
Schindler, Joshua	10/24/2017	1.00	105.00	105.00
Trip to Cedar Park for updates with DiAnn.				
Schindler, Joshua	10/25/2017	1.50	105.00	157.50
Review updated 30% drawings provided by CobbFendley.				
Senior Technician II				
Lucas, George	10/18/2017	7.00	95.00	665.00
Met with utilities planning members				
Senior Technician I				
Cooley, Addison	10/18/2017	7.00	85.00	595.00
Utilities Meeting in Round Rock				
Totals		21.50		2,047.50
<b>Total Labor</b>				<b>2,047.50</b>

Invoices are due and payable within 30 days of date on invoice.  
If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.

**RECEIVED**

*By Tricia Keith at 9:44 am, Nov 15, 2017*

**Unit Billing**

Standard Mileage				
10/17/2017		207.0 Miles @ 0.535	110.75	
10/18/2017		218.0 Miles @ 0.535	116.63	
	<b>Total Units</b>		<b>227.38</b>	<b>227.38</b>
			<b>Total this Invoice</b>	<b>\$2,274.88</b>

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Labor	2,047.50	9,613.38	11,660.88
Unit	227.38	348.84	576.22
<b>Totals</b>	<b>2,274.88</b>	<b>9,962.22</b>	<b>12,237.10</b>

Invoices are due and payable within 30 days of date on invoice.  
 If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.

**RECEIVED**

By June Williams at 9:40 am, Dec 18, 2017



**M&S ENGINEERING**  
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FIRM F-1394  
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Pedernales Electric Cooperative  
Attn: Diann Hamilton  
PO Box 1  
Johnson City, TX 78636

December 13, 2017  
Project No: 4016PECCP.003  
Invoice No: 29733

**Invoice Total \$922.50**

Project 4016PECCP.003 HAIRY MAN ROAD / BRUSHY CREEK ROAD WIDENING

PO#4500047613

**Professional Services from November 1, 2017 to November 30, 2017**

**Professional Personnel**

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Senior Technician III						
Newcomer, William	11/29/2017		1.00	105.00	105.00	
Review and Supervision.						
Schindler, Joshua	11/21/2017		.50	105.00	52.50	
Review updated drawings.						
Senior Technician I						
Burch, Marty	11/20/2017		4.00	85.00	340.00	
CAD Design						
Cooley, Addison	11/20/2017		5.00	85.00	425.00	
Enter Design into CAD drawing						
Totals			10.50		922.50	
<b>Total Labor</b>						<b>922.50</b>
				<b>Total this Invoice</b>		<b>\$922.50</b>

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Labor	922.50	11,660.88	12,583.38
Unit	0.00	576.22	576.22
<b>Totals</b>	<b>922.50</b>	<b>12,237.10</b>	<b>13,159.60</b>

Invoices are due and payable within 30 days of date on invoice.  
If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.

**RECEIVED**

By Amanda Mize at 3:03 pm, May 15, 2018



**M&S ENGINEERING**  
CIVIL | ELECTRICAL | STRUCTURAL | MEP

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Pedernales Electric Cooperative  
Attn: Diann Hamilton  
PO Box 1  
Johnson City, TX 78636

May 11, 2018  
Project No: 4016PECCP.003  
Invoice No: 31772

**Invoice Total \$5,536.54**

Project 4016PECCP.003 HAIRY MAN ROAD / BRUSHY CREEK ROAD WIDENING

PO#4500047613

**Professional Services from April 1, 2018 to April 30, 2018**

**Professional Personnel**

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Senior Technician III					
Newcomer, William	3/19/2018		1.00	105.00	105.00
Review and Supervision					
Newcomer, William	4/5/2018		1.00	105.00	105.00
Review and Supervision					
Newcomer, William	4/18/2018		1.00	105.00	105.00
Review and Supervision					
Schindler, Joshua	3/27/2018		2.25	105.00	236.25
Review drawings with Addison and George for Utility Coordination meeting. Review 60% drawings to see if one pole at project beginning will be in conflict. Cross sections and road grading are conflicting in plans provided by CobbFendley.					
Schindler, Joshua	4/4/2018		3.00	105.00	315.00
Update 60% drawings. Correspondence with Eddie of HMTB on discrepancies he provided.					
Schindler, Joshua	4/9/2018		2.00	105.00	210.00
Research property information for obtaining easements from Fern Bluff Mud and reimbursement package.					
Schindler, Joshua	4/16/2018		1.00	105.00	105.00
Easement research/Williamson County Reimbursement package review.					
Schindler, Joshua	4/20/2018		.75	105.00	78.75
Review easments and warranty deeds collected by Mike.					
Senior Technician II					
Gold, Michael	4/16/2018		1.25	95.00	118.75
Easement research					

Invoices are due and payable within 30 days of date on invoice.

If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.

Project	4016PECCP.003	HAIRY MAN ROAD / BRUSHY CREEK ROAD		Invoice	31772
Gold, Michael		4/17/2018	9.75	95.00	926.25
Easement research					
Gold, Michael		4/18/2018	7.00	95.00	665.00
Easement & property ownership research					
Gold, Michael		4/19/2018	5.00	95.00	475.00
Easement & property ownership research					
Lucas, George		3/27/2018	10.00	95.00	950.00
60% Meeting Update					
Senior Technician I					
Burch, Marty		4/4/2018	2.00	85.00	170.00
CAD Design					
Cooley, Addison		3/27/2018	10.00	85.00	850.00
60% update meeting and review CAD files					
Totals			57.00		5,415.00
<b>Total Labor</b>					<b>5,415.00</b>
<b>Unit Billing</b>					
Standard Mileage					
3/27/2018			223.0 Miles @ 0.545		121.54
<b>Total Units</b>					<b>121.54</b>
<b>Total this Invoice</b>					<b>\$5,536.54</b>

**Billings to Date**

	Current	Prior	Total
Labor	5,415.00	12,583.38	17,998.38
Unit	121.54	576.22	697.76
<b>Totals</b>	<b>5,536.54</b>	<b>13,159.60</b>	<b>18,696.14</b>

Invoices are due and payable within 30 days of date on invoice.  
 If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.

**RECEIVED**

By June Williams at 5:13 pm, Aug 13, 2018



**M&S ENGINEERING**  
CIVIL | ELECTRICAL | STRUCTURAL | MEP

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FIRM F-1394  
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Pedernales Electric Cooperative  
Attn: Diann Hamilton  
PO Box 1  
Johnson City, TX 78636

August 8, 2018  
Project No: 4016PECCP.003  
Invoice No: 33110

**Invoice Total \$5,149.20**

Project 4016PECCP.003 HAIRY MAN ROAD / BRUSHY CREEK ROAD WIDENING

PO#4500047613

**Professional Services from July 1, 2018 to July 31, 2018**

**Professional Personnel**

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Engineer in Training/SIT					
Kunze, Travis	7/26/2018		.50	100.00	50.00
Edit drawings.					
Senior Technician III					
Newcomer, William	7/17/2018		1.00	105.00	105.00
Review and Supervision					
Newcomer, William	7/31/2018		1.00	105.00	105.00
Review and Supervision					
Schindler, Joshua	7/25/2018		1.75	105.00	183.75
Review Hairy Man Road 90% plans with Addison and coordinate meeting with DiAnn for review.					
Schindler, Joshua	7/26/2018		2.50	105.00	262.50
Review update drawing with Addison and make comments.					
Schindler, Joshua	7/30/2018		2.50	105.00	262.50
Review updated Preliminary Drawing and make necessary changes. Compile list of questions for meeting tomorrow with PEC. Compile list of field data that needs to be confirmed.					
Schindler, Joshua	7/31/2018		10.00	105.00	1,050.00
Trip from 6477 FM311 to Hairy Man Road to PEC Cedar Park office back to 6477 FM311. Confirm pole classes and heights in field, meeting with Diann Hamilton on new route.					
Senior Technician II					
Lucas, George	7/30/2018		2.00	95.00	190.00
Enter Design into CAD drawing					

Invoices are due and payable within 30 days of date on invoice.

If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.

Project	4016PECCP.003	HAIRY MAN ROAD / BRUSHY CREEK ROAD	Invoice	33110
Lucas, George	7/31/2018	10.00	95.00	950.00
Met with PEC to discuss route and inventory existing poles and equipment Start: 6477 FM 311, Spring Branch TX 78070; to 5200 Hairyman RD, Round Rock tx 78681; to 1949 W Whitestone BLVD, Cedar Park Tx 78613; to 5200 Hairyman RD, Round Rock tx 78681; to 6477 FM 311, Spring Branch TX 78070; END				
Senior Technician I				
Cooley, Addison	7/24/2018	2.50	85.00	212.50
Enter 90% Design into CAD drawing				
Cooley, Addison	7/26/2018	7.50	85.00	637.50
Enter Design into CAD drawing				
Cooley, Addison	7/30/2018	2.00	85.00	170.00
Enter Design into CAD drawing				
Cooley, Addison	7/31/2018	10.00	85.00	850.00
Met with PEC to discuss route and Inventory existing poles and equipment. Start: 6477 FM 311, Spring Branch TX 78070; to 5200 Hairyman RD, Round Rock tx 78681; to 1949 W Whitestone BLVD, Cedar Park Tx 78613; to 5200 Hairyman RD, Round Rock tx 78681; to 6477 FM 311, Spring Branch TX 78070; END				
Totals		53.25		5,028.75
<b>Total Labor</b>				<b>5,028.75</b>
<b>Unit Billing</b>				
Standard Mileage				
7/31/2018		221.0 Miles @ 0.545		120.45
<b>Total Units</b>				<b>120.45</b>
			<b>Total this Invoice</b>	<b>\$5,149.20</b>

**Billings to Date**

	Current	Prior	Total
Labor	5,028.75	17,998.38	23,027.13
Unit	120.45	697.76	818.21
<b>Totals</b>	<b>5,149.20</b>	<b>18,696.14</b>	<b>23,845.34</b>

Invoices are due and payable within 30 days of date on invoice.  
If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.

**RECEIVED**

By Meghan Harlow at 1:14 pm, Mar 13, 2019

**M&S ENGINEERING**  
CIVIL | ELECTRICAL | STRUCTURAL | MEP6477 FM 311 | PO BOX 970  
SPRING BRANCH, TX 78070  
830.228.5446 PH | 830.885.2170 FX  
FIRM F-1394  
WWW.MSENGR.COMPedernales Electric Cooperative  
Attn: Diann Hamilton  
PO Box 1  
Johnson City, TX 78636October 4, 2018  
Project No: 4018PECCP.003  
Invoice No: 33754**Invoice Total** **\$2,813.13**

Project 4018PECCP.003 GREAT OAKS AT HAIRY MAN ROAD

WO# 124294  
PO# 4500058820  
Relocate existing facilities due to Williamson County Road Widening.**Professional Services from September 1, 2018 to September 30, 2018****Professional Personnel**

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Senior Technician III					
Newcomer, William	9/14/2018		1.00	105.00	105.00
Review and Supervision.					
Newcomer, William	9/26/2018		1.00	105.00	105.00
Review & Supervision					
Schindler, Joshua	9/10/2018		1.25	105.00	131.25
Review 60% drawings recieved from Eddie Church. Download DGN files from Dropbox. Create work order.					
Schindler, Joshua	9/12/2018		2.50	105.00	262.50
Review drawings send Markups back to Eddie with corrections on pole ownership.					
Schindler, Joshua	9/13/2018		2.50	105.00	262.50
Review road profile drawings. Bring DGN's into Cad drawing. Compile control index for field crews.					
Schindler, Joshua	9/17/2018		3.00	105.00	315.00
Weed through needed DGN files recieved from HMTB. Request uiltlity DGNS.					
Senior Technician I					
Burch, Marty	9/13/2018		7.00	85.00	595.00
CAD Design					
Burch, Marty	9/14/2018		2.00	85.00	170.00
CAD Design					
Burch, Marty	9/17/2018		5.00	85.00	425.00
CAD Design					

Invoices are due and payable within 30 days of date on invoice.

If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.

Project	4018PECCP.003	GREAT OAKS AT HAIRY MAN ROAD		Invoice	33754
Burch, Marty		9/24/2018	1.00	85.00	85.00
CAD Design					
Burch, Marty		9/26/2018	2.00	85.00	170.00
CAD Design					
Burch, Marty		9/27/2018	2.00	85.00	170.00
CAD Design					
Administrative II					
Brean, Devon		9/10/2018	.25	67.50	16.88
Administrative Project Set Up.					
Totals			30.50		2,813.13
<b>Total Labor</b>					<b>2,813.13</b>
				<b>Total this Invoice</b>	<b>\$2,813.13</b>

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Labor	2,813.13	0.00	2,813.13
<b>Totals</b>	<b>2,813.13</b>	<b>0.00</b>	<b>2,813.13</b>

Invoices are due and payable within 30 days of date on invoice.  
If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.

**RECEIVED**

By Amanda Mize at 10:39 am, Sep 14, 2018



**M&S ENGINEERING**  
CIVIL | ELECTRICAL | STRUCTURAL | MEP

6477 FM 311 | PO BOX 970  
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Pedernales Electric Cooperative  
Attn: Diann Hamilton  
PO Box 1  
Johnson City, TX 78636

September 11, 2018  
Project No: 4016PECCP.003  
Invoice No: 33424

**Invoice Total \$7,269.87**

Project 4016PECCP.003 HAIRY MAN ROAD / BRUSHY CREEK ROAD WIDENING

PO#4500047613

**Professional Services from August 1, 2018 to August 31, 2018**

**Professional Personnel**

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Senior Technician III					
Newcomer, William	8/1/2018		1.00	105.00	105.00
Review and Supervision					
Newcomer, William	8/14/2018		1.00	105.00	105.00
Review and Supervision					
Newcomer, William	8/27/2018		1.00	105.00	105.00
Review and Supervision					
Schindler, Joshua	8/1/2018		2.00	105.00	210.00
Review field findings, review 90% plans, discuss reroute due to proposed parking extension and re route of 12" waterline.					
Senior Technician II					
Gold, Michael	8/20/2018		8.75	95.00	831.25
Prepare Documents required for granting Easement					
Gold, Michael	8/21/2018		10.75	95.00	1,021.25
Prepare Documents required for granting Easement					
Gold, Michael	8/22/2018		6.00	95.00	570.00
Prepare Documents required for granting Easement					
Lucas, George	8/1/2018		10.00	95.00	950.00
Enter Design changes from 90% draft into CAD drawing					
Lucas, George	8/2/2018		10.00	95.00	950.00
GPS and Stake Final Design at job site					
Lucas, George	8/22/2018		2.00	95.00	190.00
Prepare Documents required for granting County permit					
Senior Technician I					
Burch, Marty	8/1/2018		1.00	85.00	85.00

Invoices are due and payable within 30 days of date on invoice.

If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.

Project	4016PECCP.003	HAIRY MAN ROAD / BRUSHY CREEK ROAD		Invoice	33424
CAD Design					
Cooley, Addison	8/1/2018	10.00	85.00	850.00	
Enter Design into PLS drawing					
Cooley, Addison	8/2/2018	10.00	85.00	850.00	
GPS and Stake Final Design at job site. Start 6477 FM 311, Spring Branch Tx 78070; to 5200 Hairyman RD, Round Rock tx 78681; End 6477 FM 311 Spring Branch Tx 78070					
Cooley, Addison	8/7/2018	2.00	85.00	170.00	
Contact members to follow up on easements					
Cooley, Addison	8/22/2018	2.00	85.00	170.00	
Review Easement Documents					
Totals		77.50		7,162.50	
<b>Total Labor</b>					<b>7,162.50</b>
<b>Unit Billing</b>					
Standard Mileage					
8/2/2018		197.0 Miles @ 0.545		107.37	
<b>Total Units</b>					<b>107.37</b>
					<b>107.37</b>
<b>Total this Invoice</b>					<b>\$7,269.87</b>

**Billings to Date**

	Current	Prior	Total
Labor	7,162.50	23,027.13	30,189.63
Unit	107.37	818.21	925.58
<b>Totals</b>	<b>7,269.87</b>	<b>23,845.34</b>	<b>31,115.21</b>

Invoices are due and payable within 30 days of date on invoice.  
If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.



**M&S ENGINEERING**  
CIVIL | ELECTRICAL | STRUCTURAL | MEP

6477 FM 311 | PO BOX 970  
SPRING BRANCH, TX 78070  
830.228.5446 PH | 830.885.2170 FX  
FIRM F-1394  
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Pedernales Electric Cooperative  
Attn: Diann Hamilton  
PO Box 1  
Johnson City, TX 78636

November 12, 2018  
Project No: 4018PECCP.003  
Invoice No: 34472

**Invoice Total \$2,287.05**

Project 4018PECCP.003 GREAT OAKS AT HAIRY MAN ROAD

WO# 124294  
PO# 4500058820  
Relocate existing facilities due to Williamson County Road Widening.

**Professional Services from October 1, 2018 to October 31, 2018**

**Professional Personnel**

		Hours	Rate	Amount
Senior Technician III				
Newcomer, William	10/4/2018	1.00	105.00	105.00
Review & Supervision.				
Schindler, Joshua	10/30/2018	1.50	105.00	157.50
Provide PEC infrastructure request information to Eddie.				
Senior Technician II				
Lucas, George	10/3/2018	10.00	95.00	950.00
6477 FM 311 Spring Branch tx, 78070; to 3803 Oak ridge Dr, Roundrock tx, 78681; to 3151 SE Inner Loop Georgetown tx, 78626; to 6477 fm 311 Spring Branch tx,78070. 60% meeting				
Senior Technician I				
Cooley, Addison	10/3/2018	10.00	85.00	850.00
GPS points needed for preliminary Design at job site and 60% meeting. Begin 6477 FM311, Spring Branch Tx 78070; to 3803 Oak Ridge Dr, Round Rock TX 78681; to 3151 SE Inner Loop, Georgetown TX 78626; End 6477 FM 311, Spring Branch Tx 78070				
Totals		22.50		2,062.50
<b>Total Labor</b>				<b>2,062.50</b>

**Unit Billing**

Standard Mileage				
10/3/2018		267.0 Miles @ 0.545		145.52
10/18/2018		145.0 Miles @ 0.545		79.03
<b>Total Units</b>				<b>224.55</b>

Invoices are due and payable within 30 days of date on invoice.  
If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.

**RECEIVED**

*By Meghan Harlow at 10:41 am, Nov 12, 2018*

Project	4018PECCP.003	GREAT OAKS AT HAIRY MAN ROAD	Invoice	34472
			<b>Total this Invoice</b>	<b>\$2,287.05</b>

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Labor	2,062.50	2,813.13	4,875.63
Unit	224.55	0.00	224.55
<b>Totals</b>	<b>2,287.05</b>	<b>2,813.13</b>	<b>5,100.18</b>

Invoices are due and payable within 30 days of date on invoice.  
 If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.

**RECEIVED**

By Meghan Harlow at 9:16 am, Jan 09, 2019



6477 FM 311 | PO BOX 970  
SPRING BRANCH, TX 78070  
830.228.5446 PH | 830.885.2170 FX  
FIRM F-1394  
WWW.MSENGR.COM

Pedernales Electric Cooperative  
Attn: Diann Hamilton  
PO Box 1  
Johnson City, TX 78636

January 8, 2019  
Project No: 4016PECCP.003  
Invoice No: 35270

**Invoice Total \$5,247.50**

Project 4016PECCP.003 HAIRY MAN ROAD / BRUSHY CREEK ROAD WIDENING

PO#4500047613

**Professional Services from December 1, 2018 to December 31, 2018**

**Professional Personnel**

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Senior Technician III					
Newcomer, William	12/3/2018		1.00	105.00	105.00
Review and Supervision					
Newcomer, William	12/10/2018		1.00	105.00	105.00
Review and Supervision					
Schindler, Joshua	12/5/2018		2.00	105.00	210.00
Correspondence with Eddie and Addison. Begin Reimbursement Package.					
Schindler, Joshua	12/11/2018		2.50	105.00	262.50
Reimbursement Package.					
Schindler, Joshua	12/12/2018		1.25	105.00	131.25
Review questions from Ben Woods at PEC.					
Senior Technician II					
Gold, Michael	12/10/2018		11.25	95.00	1,068.75
Easement revision					
Gold, Michael	12/11/2018		7.50	95.00	712.50
Easement revision					
Lucas, George	12/11/2018		3.00	95.00	285.00
Prepare Documents for Easements					
Lucas, George	12/12/2018		3.00	95.00	285.00
Prepare Documents for Easements					
Senior Technician I					
Burch, Marty	12/12/2018		3.00	85.00	255.00
CAD Design					
Burch, Marty	12/13/2018		6.00	85.00	510.00

Invoices are due and payable within 30 days of date on invoice.

If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.

Project	4016PECCP.003	HAIRY MAN ROAD / BRUSHY CREEK ROAD	Invoice	35270
CAD Design				
Burch, Marty	12/14/2018	4.00	85.00	340.00
CAD Design				
Cooley, Addison	12/5/2018	5.00	85.00	425.00
Prepare Documents required for granting Easement				
Cooley, Addison	12/11/2018	3.00	85.00	255.00
Prepare Documents for reimbursement package				
Cooley, Addison	12/12/2018	3.00	85.00	255.00
Prepare Documents required for granting Easement				
Cooley, Addison	12/26/2018	.50	85.00	42.50
Contacted members regarding easements.				
Totals		57.00		5,247.50
<b>Total Labor</b>				<b>5,247.50</b>
			<b>Total this Invoice</b>	<b>\$5,247.50</b>

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Labor	5,247.50	30,189.63	35,437.13
Unit	0.00	925.58	925.58
<b>Totals</b>	<b>5,247.50</b>	<b>31,115.21</b>	<b>36,362.71</b>

Invoices are due and payable within 30 days of date on invoice.  
If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.

**RECEIVED**

*By June Williams at 2:57 pm, Feb 11, 2019*



**M&S ENGINEERING**  
CIVIL | ELECTRICAL | STRUCTURAL | MEP

6477 FM 311 | PO BOX 970  
SPRING BRANCH, TX 78070  
830.228.5446 PH | 830.885.2170 FX  
FIRM F-1394  
WWW.MSENGR.COM

Pedernales Electric Cooperative  
Attn: Diann Hamilton  
PO Box 1  
Johnson City, TX 78636

February 7, 2019  
Project No: 4016PECCP.003  
Invoice No: 35792

**Invoice Total \$4,287.96**

Project 4016PECCP.003 HAIRY MAN ROAD / BRUSHY CREEK ROAD WIDENING

PO#4500047613

**Professional Services from January 1, 2019 to January 31, 2019**

**Professional Personnel**

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Senior Engineer II/RPLS II					
Coleman, Mary	1/10/2019		1.50	145.00	217.50
Reviewed Project for PE Seal					
Senior Technician III					
Newcomer, William	1/2/2019		1.00	105.00	105.00
Review and Supervision					
Newcomer, William	1/9/2019		1.00	105.00	105.00
Review and Supervision					
Schindler, Joshua	1/7/2019		1.00	105.00	105.00
Status updates with Addison. Review emails and discussion of easement acquisiton.					
Schindler, Joshua	1/8/2019		.50	105.00	52.50
Discuss status with Addison. Request work order be resent to NIS.					
Schindler, Joshua	1/14/2019		1.00	105.00	105.00
Status updates with Addison. Work on reimbursement package. REquests to PEC for additional material costs needed from them.					
Senior Technician I					
Cooley, Addison	1/7/2019		14.00	85.00	1,190.00
Emails to set up meetings and prepared easement documents. Met with members to sign easements. Begin; 6477 FM311, Spring Branch TX 78070; to 4200 Brushy Creek RD, Round Rock TX 78681; to 902 Brushy Bend Dr, Round Rock TX 78681; End 6477 FM 311, Spring Branch TX 78070					
Cooley, Addison	1/9/2019		10.00	85.00	850.00
Enter Design into Customers Mapping Program. Begin 6477 FM 311, Spring Branch Tx 78070; to 1530 FM 2673, Canyon Lake TX 78133; End 6477 FM311, Spring Branch tx 78070					

Invoices are due and payable within 30 days of date on invoice.

If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.

Project	4016PECCP.003	HAIRY MAN ROAD / BRUSHY CREEK ROAD	Invoice	35792
Cooley, Addison	1/10/2019	8.00 85.00	680.00	
Enter Design into Customers Mapping Program and CAD drawing				
Manriquez, Bundy	1/7/2019	8.00 85.00	680.00	
Met with members to sign easements. Begin: 6477 FM 311, Spring Branch, TX 78070; to 4200 Brushy Creek RD, Round Rock, TX 78681; to 902 Brushy Bend DR, Round Rock, TX 78681; End 6477 FM 311, Spring Branch, TX 78070				
Senior CAD Operator III				
Krause, Justin	1/10/2019	1.00 75.00	75.00	
Enter Design into CAD drawing				
Totals		47.00	4,165.00	
<b>Total Labor</b>				<b>4,165.00</b>
<b>Unit Billing</b>				
Standard Mileage				
1/7/2019		182.0 Miles @ 0.58	105.56	
1/9/2019		30.0 Miles @ 0.58	17.40	
<b>Total Units</b>			<b>122.96</b>	<b>122.96</b>
			<b>Total this Invoice</b>	<b>\$4,287.96</b>

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Labor	4,165.00	35,437.13	39,602.13
Unit	122.96	925.58	1,048.54
<b>Totals</b>	<b>4,287.96</b>	<b>36,362.71</b>	<b>40,650.67</b>

Invoices are due and payable within 30 days of date on invoice.  
If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.

**RECEIVED**

By Meghan Harlow at 11:24 am, Mar 12, 2019



**M&S ENGINEERING**  
CIVIL | ELECTRICAL | STRUCTURAL | MEP

6477 FM 311 | PO BOX 970  
SPRING BRANCH, TX 78070  
830.228.5446 PH | 830.885.2170 FX  
FIRM F-1394  
WWW.MSENGR.COM

Pedernales Electric Cooperative  
Attn: Diann Hamilton  
PO Box 1  
Johnson City, TX 78636

March 11, 2019  
Project No: 4016PECCP.003  
Invoice No: 36445

**Invoice Total \$826.75**

Project 4016PECCP.003 HAIRY MAN ROAD / BRUSHY CREEK ROAD WIDENING

PO#4500047613

**Professional Services from February 1, 2019 to February 28, 2019**

**Professional Personnel**

		Hours	Rate	Amount	
Senior Technician III					
Schindler, Joshua	2/4/2019	1.25	105.00	131.25	
Update Utility Agreement requests received from Cobb Fendley.					
Schindler, Joshua	2/5/2019	3.00	105.00	315.00	
Trip to Williamson County clerk to record easements. Mileage split between other projects.					
Senior Technician II					
Venable, James	2/5/2019	2.00	95.00	190.00	
Drove to Williamson County Courthouse to file PEC Easement with County Clerk.					
Administrative II					
Brean, Devon	2/4/2019	1.25	67.50	84.38	
Cost Estimate					
Totals		7.50		720.63	
<b>Total Labor</b>					<b>720.63</b>

**Reimbursable Expenses**

RD - Permit/Platting Fee				82.92	
<b>Total Reimbursables</b>				<b>82.92</b>	<b>82.92</b>

**Unit Billing**

Standard Mileage					
2/5/2019		40.0 Miles @ 0.58		23.20	
<b>Total Units</b>				<b>23.20</b>	<b>23.20</b>

**Total this Invoice \$826.75**

Invoices are due and payable within 30 days of date on invoice.  
If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Labor	720.63	39,602.13	40,322.76
Expense	82.92	0.00	82.92
Unit	23.20	1,048.54	1,071.74
<b>Totals</b>	<b>826.75</b>	<b>40,650.67</b>	<b>41,477.42</b>

---

Invoices are due and payable within 30 days of date on invoice.  
If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.



Nancy E. Rister  
Williamson County Clerk  
405 Martin Luther King Street  
Georgetown, Texas 78626  
(512) 943-1515

Receipt: 2019-6454

Product	Name	Extended
ESMT	EASEMENT	\$29.00
	# Pages	3
	Document #	2019009324
	Document Info:	M&S ENGINEERING LLC
ESMT	EASEMENT	\$41.00
	# Pages	6
	Document #	2019009325
	Document Info:	M&S ENGINEERING LLC
<b>Sub-Total</b>		<b>\$70.00</b>
<b>Service Fee</b>		<b>\$2.10</b>
<b>Total</b>		<b>\$72.10</b>
<b>Tender (Credit Card)</b>		<b>\$72.10</b>
Transaction ID	3024274901,3024277901	
Service Fee	\$2.10	
Credit Card #	XXXX5929	
Auth Code	07151G	
Credit Card Invoice #	BPI264S525	
Name on Card	JOSHUA SCHINDLER	

Signature

Thank You for Your Business

**RECEIVED**

By June Williams at 10:27 am, Apr 09, 2019



**M&S ENGINEERING**  
CIVIL | ELECTRICAL | STRUCTURAL | MEP

6477 FM 311 | PO BOX 970  
SPRING BRANCH, TX 78070  
830.228.5446 PH | 830.885.2170 FX  
FIRM F-1394  
WWW.MSENGR.COM

Pedernales Electric Cooperative  
Attn: Diann Hamilton  
PO Box 1  
Johnson City, TX 78636

April 8, 2019  
Project No: 4016PECCP.003  
Invoice No: 36998

**Invoice Total \$255.00**

Project 4016PECCP.003 HAIRY MAN ROAD / BRUSHY CREEK ROAD WIDENING

PO#4500047613

**Professional Services from March 1, 2019 to March 31, 2019**

**Professional Personnel**

		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Senior Technician I					
Cooley, Addison	3/12/2019	3.00	85.00	255.00	
Review design changes sent by HNTB.					
Totals		3.00		255.00	
<b>Total Labor</b>					<b>255.00</b>
			<b>Total this Invoice</b>		<b>\$255.00</b>

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Labor	255.00	40,322.76	40,577.76
Expense	0.00	82.92	82.92
Unit	0.00	1,071.74	1,071.74
<b>Totals</b>	<b>255.00</b>	<b>41,477.42</b>	<b>41,732.42</b>

Invoices are due and payable within 30 days of date on invoice.

If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.

**RECEIVED**

*By June Williams at 4:14 pm, May 07, 2019*



**M&S ENGINEERING**  
CIVIL | ELECTRICAL | STRUCTURAL | MEP

6477 FM 311 | PO BOX 970  
SPRING BRANCH, TX 78070  
830.228.5446 PH | 830.885.2170 FX  
FIRM F-1394  
WWW.MSENGR.COM

Pedernales Electric Cooperative  
Attn: Diann Hamilton  
PO Box 1  
Johnson City, TX 78636

May 7, 2019  
Project No: 4016PECCP.003  
Invoice No: 37524

**Invoice Total \$1,757.16**

Project 4016PECCP.003 HAIRY MAN ROAD / BRUSHY CREEK ROAD WIDENING

PO#4500047613

**Professional Services from April 1, 2019 to April 30, 2019**

**Professional Personnel**

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Senior Technician III						
Newcomer, William	4/8/2019		1.00	105.00	105.00	
Review and Supervision						
Senior Technician I						
Burch, Marty	4/10/2019		1.00	85.00	85.00	
CAD Design						
Cooley, Addison	4/11/2019		8.00	85.00	680.00	
Met with arborist and Fern Bluff Mud. Replace final stakes for construction. Begin: 6477 FM311 Spring Branch Tx 78070; To:4200 Brushy Creek Rd Round Rock Tx 78681; End: 6477 FM311 Spring Branch Tx 78070						
Cooley, Addison	4/29/2019		2.00	85.00	170.00	
Contacted Arborist and Eddie Church. Sent PEC final design.						
Project Technician III						
Caraway, Jordan	4/11/2019		8.00	75.00	600.00	
Met with arborist and fern Bluff Mud. Replace final stakes for constructions.						
Begin: 477 FM 311, Spring Branch Tx 78070;						
To: 4200 Brushy Creek Rd, Roundrock Tx 78681;						
End: 6477 FM 311 Spring Branch Tx 78070						
	Totals		20.00		1,640.00	
	<b>Total Labor</b>					<b>1,640.00</b>

Invoices are due and payable within 30 days of date on invoice.  
If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.

**Unit Billing**

Mileage				
4/11/2019		202.0 Miles @ 0.58	117.16	
	<b>Total Units</b>		<b>117.16</b>	<b>117.16</b>
		<b>Total this Invoice</b>		<b>\$1,757.16</b>

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Labor	1,640.00	40,577.76	42,217.76
Expense	0.00	82.92	82.92
Unit	117.16	1,071.74	1,188.90
<b>Totals</b>	<b>1,757.16</b>	<b>41,732.42</b>	<b>43,489.58</b>



**M&S ENGINEERING**  
CIVIL | ELECTRICAL | STRUCTURAL | MEP

6477 FM 311 | PO BOX 970  
SPRING BRANCH, TX 78070  
830.228.5446 PH | 830.885.2170 FX  
FIRM F-1394  
WWW.MSENGR.COM

Pedernales Electric Cooperative  
Attn: Diann Hamilton  
PO Box 1  
Johnson City, TX 78636

July 8, 2019  
Project No: 4016PECCP.003  
Invoice No: 38593

**Invoice Total \$797.72**

Project 4016PECCP.003 HAIRY MAN ROAD / BRUSHY CREEK ROAD WIDENING

PO#4500047613

**Professional Services from June 1, 2019 to June 30, 2019**

**Professional Personnel**

		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Senior Technician II					
Chappell, Chris	6/5/2019	4.00	95.00	380.00	
RESTAKE FOR CONSTRUCTION					
Senior Technician I					
Cooley, Addison	6/5/2019	4.00	85.00	340.00	
Re-stake poles for construction.					
Totals		8.00		720.00	
				<b>Total Labor</b>	<b>720.00</b>

**Unit Billing**

Mileage					
6/5/2019		134.0 Miles @ 0.58		77.72	
				<b>Total Units</b>	<b>77.72</b>

**Total this Invoice \$797.72**

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Labor	720.00	42,217.76	42,937.76
Expense	0.00	82.92	82.92
Unit	77.72	1,188.90	1,266.62
<b>Totals</b>	<b>797.72</b>	<b>43,489.58</b>	<b>44,287.30</b>

**RECEIVED**

*By Amanda Mize at 2:06 pm, Jul 09, 2019*

Invoices are due and payable within 30 days of date on invoice.

If payment is not received within 30 days, a charge of 1.5% per month will be added to invoice.

KASPARIAN UNDERGROUND LLC  
 H & B CONTRACTORS  
 27443 W. HWY 84  
 MCGREGOR, TX 76657  
 254 848-4461



## Invoice 12710

Bill to: PEDERNALES ELECTRIC COOP PO BOX 1 JOHNSON CITY, TX 78636	Job: 11161 WO#106295 VAC HOLES BR CR BRUSHY CREEK RD CEDAR PARK, TX
--	--

Invoice #: 12710 Payment Terms: 30 Day Customer Code: 255256	Date: 10/08/19 Customer P.O. #: Salesperson:
--	--

Remarks: TIME & MATERIAL BILLING NUMBER: 001

Quantity	Description	U/M	Unit Price	Extension
	EQUIPMENT			5,610.00
	LABOR			4,960.00
	MATL & SUPPLY			201.25
			<b>Subtotal:</b>	<b>10,771.25</b>
			<b>Total:</b>	<b>10,771.25</b>

AGREEMENT# 100847  
 WO#106295

**RECEIVED**  
 By Meghan Harlow at 8:14 am, Oct 09, 2019

KASPARIAN UNDERGROUND LLC  
 H & B CONTRACTORS  
 27443 W. HWY 84  
 MCGREGOR, TX 76657

Time + Materials Billing



Bill to: PEDERNALES ELECTRIC COOP  
 PO BOX 1  
 JOHNSON CITY, TX 78636

Job: WO#106295 VAC HOLES BR CR  
 BRUSHY CREEK RD  
 CEDAR PARK, TX

AGREEMENT# 100847  
 WO#106295

Bill#: 001  
 Page: 1  
 Invoice date: 10/8/19  
 Thru date: 10/8/19  
 Our Job Number: 11161

GL date Tran	Description	Rate	Hours/Qty	Total
Hourly	1 TON TRUCK	45,000	34.00	1,530.00
	VAC TRAILER	120,000	34.00	4,080.00
	<b>Subtotal for Cost Type: E EQUIPMENT</b>		<b>68.00</b>	<b>5,610.00</b>
Hourly	CLASS A LINEMAN	60,000	9.00	540.00
	OPERATOR 2	40,000	29.00	1,160.00
	CLASS B LINEMAN	50,000	34.00	1,700.00
	OPERATOR 3	40,000	25.00	1,000.00
	OPERATOR 1	40,000	14.00	560.00
	<b>Subtotal for Cost Type: L LABOR</b>		<b>111.00</b>	<b>4,960.00</b>
Hourly	DUMP FEE			201.25
	<b>Subtotal for Cost Type: M MATL &amp; SUPPLY</b>		<b>0.00</b>	<b>201.25</b>
	<b>Subtotal for Phase: Hourly</b>		<b>179.00</b>	<b>10,771.25</b>
	<b>Subtotal:</b>			<b>10,771.25</b>

Current Due: 10,771.25



**Altus Traffic Management, LLC**

511 Compton Ave  
 Irving, TX 75061  
 972-790-7100  
 Fax 972-790-0800

**E-INVOICE**

Invoice Date	Invoice No.
11/10/2019	SW069959

**Terms: Net 21 Days**

**Pedernales Electric Cooperative, Inc.**

Amanda  
 201 S Ave F  
 Johnson City, TX 78636

**Job ID: 013592**

4200 Brushy Creek Rd.  
 Austin, TX

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
PED010		WO# 116683	11/6/2019 - 11/10/2019			JP Faught 512-589-0058		
Date	Description		From - To	Qty	Days	Units	Price	Total
11/06/19	2 Person Crew Mon-Fri Up to 10 Hours		11/06 11/06	6.75	1	6.75	\$83.50	\$563.63

Note: The \* indicates taxable items.

<b>EQUIPMENT RENTAL TOTAL</b>	\$0.00
<b>SALES/ONE-TIME CHARGES</b>	\$0.00
<b>LABOR TOTAL</b>	\$563.63
<b>SALES TAX (8.25%)</b>	\$0.00
<b>TOTAL CHARGES</b>	\$563.63
<b>PLEASE PAY THIS AMOUNT</b>	\$563.63

**\*\*\* Job Not Complete \*\*\***

**Thank You for your business!**

**Remit to Address:**  
 PNC BANK C/O ALTUS TRAFFIC MANAGEMENT INC  
 LOCKBOX NUMBER 679427  
 1200 E CAMPBELL RD., STE. 108  
 RICHARDSON, TX 75081

**ACH Information:**  
 Acct #8026407112  
 ABA #031207607

**SWIFT CODE: PNCCUS33**

**Tax ID #41-2211215**

**RECEIVED**  
 By Jess Stevens at 1:51 pm, Nov 14, 2019

Ms. Rebecca Pruitt  
Williamson County Judge's Office  
County Courthouse  
710 Main Street, Ste. 101  
Georgetown, TX 78626



## 6/6/2023 AGENDA ITEMS

Dear Ms. Pruitt,

The following item has been placed on the Court Agenda. An electronic copy signed by the Utility Owner has been attached to this cover letter.

- Hairy Man Road Supplemental Utility Agreement – Pedernales Electric Cooperative (PEC)

Once approved by the Court, please have the Judge sign in the indicated area(s). **The signed electronic copy will need to be returned to HNTB for further processing via e-mail.**

Thank you.

Best regards,

A handwritten signature in blue ink that reads "Eddie Church".

Eddie R. Church, P.E.  
Project Manager

## LETTER OF TRANSMITTAL

To: HNTB  
101 E. Old Settlers Bld. STE 200  
Round Rock, Texas 78664

Date: May 30, 2023  
CobbFendley Job: 1903-099-09 Task 05  
Re: Williamson County – Hairy Man Road at Brushy Cr.

PEC Supplemental Agreement

ATTENTION: Eddie Church

WE ARE SENDING YOU THE FOLLOWING VIA: Electronically

Prints

Originals

Other Electronic Files

QUANTITY	
1	Hairy Man Road at Brushy Creek – PEC Supplemental Agreement

**PURPOSE OF TRANSMITTAL:**

For Approval

For Your Use

As Requested

For Review & Comment

Mr. Church:  
Please see the attached PEC’s signed Supplemental Agreement Package for the above project.

If you have any questions, please let me know.

Thank you,

Copy To File

Received By: \_\_\_\_\_  
Date & Time: \_\_\_\_\_

SIGNED   
Amanda Begg, Sr. Project Manager

**Commissioners Court - Regular Session**

73.

**Meeting Date:** 06/06/2023

Bagdad Rd. Possession & Use Agreement

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a possession and use agreement for transportation purposes with Daniel and Karen Vaughn for 0.577 acres needed as right of way on the Bagdad Rd. project (Parcel 30). Funding Source: Road Bonds P343

**Background**

**Fiscal Impact**

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

PUA

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 09:29 AM

Started On: 05/31/2023 03:01 PM

**POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES**

STATE OF TEXAS

§

Parcel No.: 30

COUNTY OF WILLIAMSON

§

§

Project: Bagdad@CR279

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **DANIEL VAUGHN and KAREN VAUGHN** (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 Bagdad @ CR 279 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 Exhibit "A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, 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 **FIFTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-SEVEN and 80/100 Dollars (\$58,897.80)**. The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will immediately be entitled to take possession and use of the Property upon full execution of this Agreement, tender of payment directly to Grantor, or delivery of the consideration amount to the title company as set out herein.

The parties agree that the sum tendered represents 90% 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.

Upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which this Agreement is signed by the County (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-165842, issued August 8, 2022, 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.
  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. Nothing contained herein will preclude Grantor from asserting any particular theory or method of valuation of the Property in any other proceeding.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until entry of Judgment.

CONDEMNATION INITIATION REQUEST: County agrees that once the Grantor, in writing, asks for a special commissioner's hearing to be scheduled, County shall file a condemnation petition within twenty-one (21) days after such notice if not previously done, and both parties will undertake all reasonable efforts to hold a special commissioners' hearing within 120 (120) days after the Grantor's request. Any award that exceeds \$58,897.80 will be deposited in the registry of the court within twenty (20) days following the award made by the special commissioners. If the compensation issue is settled through negotiations, a fixed date for receipt of the additional funds, if any, will be agreed upon as part of the negotiation process.

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, including prorated taxes 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, 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.
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:**  
**DANIEL VAUGHN**

By: 

Name: Daniel Vaughn

Its: Grantor

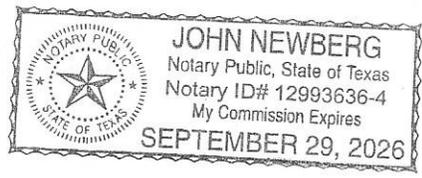
**ACKNOWLEDGMENT**

**STATE OF TEXAS**  
**COUNTY OF Williamson**

This instrument was acknowledged before me on this the 23<sup>rd</sup> day of May, 2023 by Daniel Vaughn in the capacity and for the purposes and consideration recited herein.



Notary Public, State of Texas  
Printed Name: John Newberg  
My Commission Expires: 9/29/2026



**GRANTOR:**  
**KAREN VAUGHN**

By: Karen Vaughn

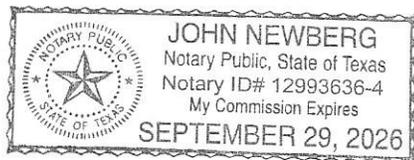
Name: Karen Vaughn

Its: Grantor

**ACKNOWLEDGMENT**

**STATE OF TEXAS**  
**COUNTY OF Williamson**

This instrument was acknowledged before me on this the 23<sup>rd</sup> day of May, 2023 by Karen Vaughn in the capacity and for the purposes and consideration recited herein.



[Signature]  
Notary Public, State of Texas  
Printed Name: John Newberg  
My Commission Expires: 9/29/2026

**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 \_\_\_\_\_, 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: \_\_\_\_\_

County: Williamson  
Parcel: 30 – Daniel Vaughn & Karen Vaughn  
Highway: Bagdad Rd (CR 279)

EXHIBIT A  
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.577 ACRE (25,123 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 4.505 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO DANIEL VAUGHN & KAREN VAUGHN RECORDED IN DOCUMENT NO. 2020092528 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.577 ACRE (25,123 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 103.47 feet left of Bagdad Road Baseline Station 221+22.94 in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW) (Grid Coordinates determined as N=10,201,289.35 E=3,060,221.45), being in the southerly boundary line of that called 4.51 acre tract of land described in a General Warranty Deed to Jeffrey W. Vogel recorded in Document No. 2016071986 of the Official Public Records of Williamson County, Texas, same being the northerly boundary line of said 4.505 acre tract, for the northwesterly corner and POINT OF BEGINNING of the herein described parcel and from which a 1/2" iron rod found, being the southwestery corner of said 4.51 acre tract, same being the northwesterly corner of said 4.505 acre tract, bears S 68°47'35" W, at a distance of 694.95 feet;

- 1) THENCE, departing said proposed ROW line, with the common boundary line of said 4.51 acre tract and said 4.505 acre tract, N 68°47'35" E for a distance of 66.77 feet to a 1/2" iron rod found in the existing westerly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), being the southwestery corner of that called 0.07 acre ROW tract described in a deed to County Judge John Doerfler recorded in Document No. 1997021431 of the Official Records of Williamson County, Texas, same being the southeasterly corner of said 4.51 acre tract;
- 2) THENCE, departing said 4.51 acre tract, with said existing westerly ROW line, same being the northerly line of said 4.505 acre tract, N 68°47'35" E for a distance of 10.99 feet to a calculated point, being the northeasterly corner of said 4.505 acre tract, same being the southeasterly corner of said 0.07 acre ROW tract, for the northeasterly corner of the herein described parcel and from which an iron rod with plastic cap stamped "PREMIER" found bears S 51°22'01" W at a distance of 2.00 feet
- 3) THENCE, continuing with said existing ROW line, same being the easterly boundary line of said 4.505 acre tract, S 19°34'54" E for a distance of 246.15 feet to a 1/2" iron rod found, being the northeasterly corner of that called 12.31 acre tract of land described in a General Warranty Deed to Michael David Vesper & Rachel Corpus Vesper CO-Trustees of The Vesper and Perez Family Trust recorded in Document No. 2012104914 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of said 4.505 acre tract and of the herein described parcel;
- 4) THENCE, departing said existing ROW line, with the common boundary line of said 12.31 acre tract and said 4.505 acre tract, S 67°33'44" W for a distance of 125.70 feet at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 110.22 feet left of Bagdad Road Baseline Station 218+69.25 in said proposed ROW line, for the southwestery corner of the herein described parcel and from which a 1/2" iron rod found, being the northwesterly corner of said 12.31 acre tract, same being the southwestery corner of said 4.505 acre tract bears S 67°33'44" W at a distance of 646.23 feet;
- 5) THENCE, departing said 12.31 acre tract, through the interior of said 4.505 acre tract, with said proposed ROW line, N 08°45'46" W for a distance of 254.74 feet to the POINT OF BEGINNING, containing 0.577 acres (25,123 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*

*3 NOV 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, TX 78681

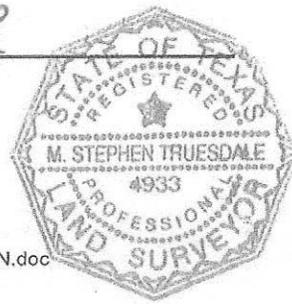
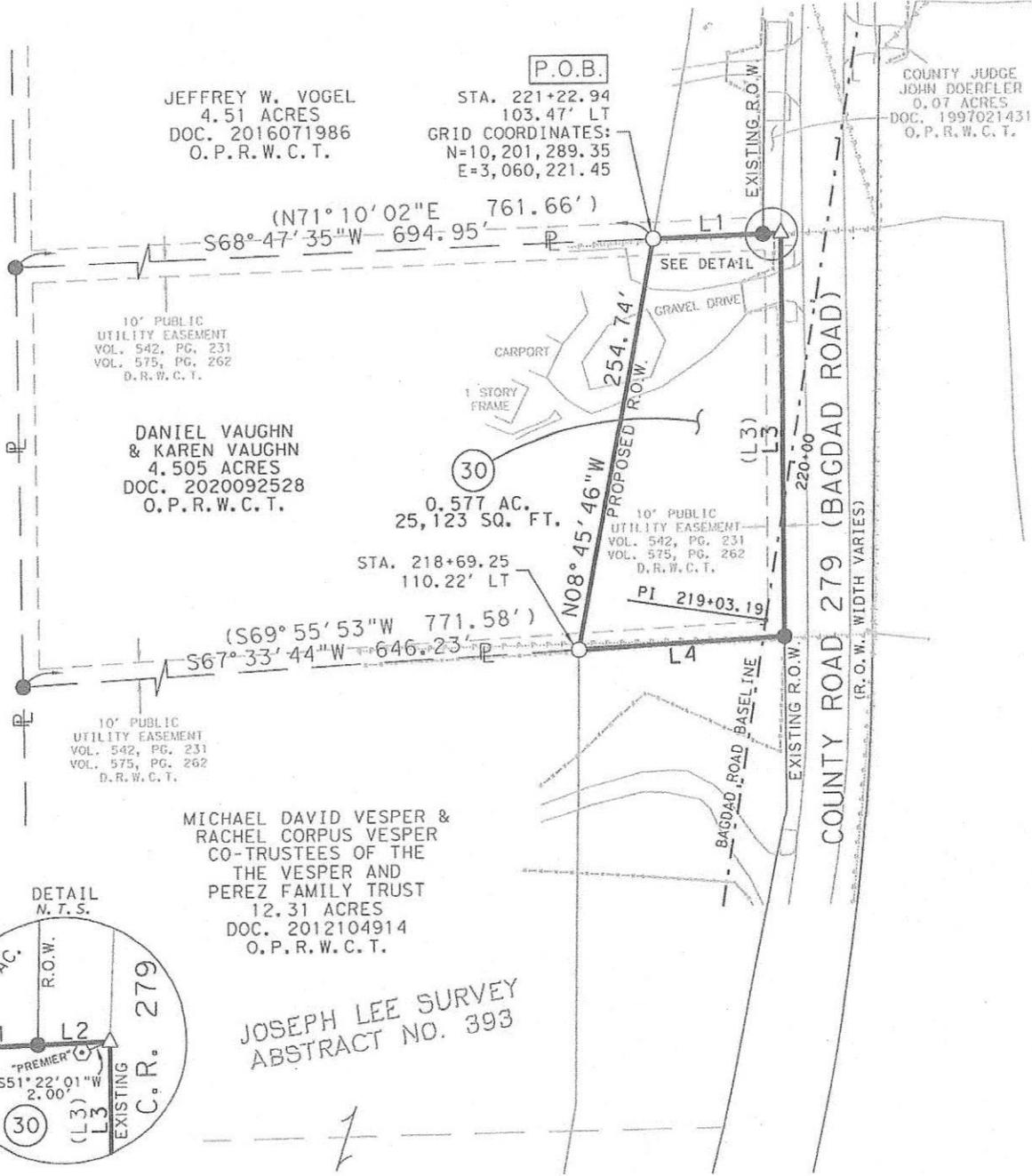


EXHIBIT "A"  
 PLAT TO ACCOMPANY PARCEL DESCRIPTION

NO.	DIRECTION	DISTANCE
L1	N68° 47' 35"E	66.77'
L2	N68° 47' 35"E	10.99'
L3	S19° 34' 54"E	246.15'
(L3)	(S17° 16' 00"E	(246.09')
L4	S67° 33' 44"W	125.70'



10/13/2022

PARCEL PLAT SHOWING PROPERTY OF

**DANIEL VAUGHN & KAREN VAUGHN**

**PARCEL 30**  
 0.577 ACRES  
 25,123 Sq. Ft.

**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

SCALE  
 1" = 100'

PROJECT  
 BAGDAD ROAD

COUNTY  
 WILLIAMSON

PAGE 2 OF 3

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

● 1/2" IRON ROD FOUND UNLESS NOTED	( ) RECORD INFORMATION
⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP	— LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	— 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	D.R.W.C.T. DEED RECORDS
STAMPED "WILLIAMSON COUNTY" SET	WILLIAMSON COUNTY, TEXAS
(UNLESS NOTED OTHERWISE)	O.R.W.C.T. OFFICIAL RECORDS
▬ PROPERTY LINE	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 OF NO. T-165842, ISSUED BY NATIONAL INVESTORS TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 27, 2022, ISSUE DATE AUGUST 08, 2022.

1. RESTRICTIVE COVENANTS: VOLUME 544, PAGE 56, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, EXPIRED JANUARY 2000.

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. A 10 FOOT UTILITY EASEMENT ALONG ALL LOT LINES OF ALL TRACTS AS DESCRIBED IN VOLUME 544, PAGE 554, AND VOLUME 575, PAGE 262, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

4. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 544, PAGE 56 AND VOLUME 544, PAGE 554 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, EXPIRED JANUARY 2000.

9. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 05-0-49 RECORDED IN DOCUMENT NO. 2005061142, ORDINANCE NO. 05-0-50 IN DOCUMENT NO. 2005066224 AND ORDINANCE NO. 05-0-56, OF RECORD IN DOCUMENT NO. 2005066230, OFFICIAL PUBLIC RECORDS, 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, SUBJECT TO.

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*

3 NOV  
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, TEXAS 78681



10/13/2022

**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

**DANIEL VAUGHN & KAREN VAUGHN**

PARCEL 30  
0.577 ACRES  
25,123 Sq. Ft.

SCALE  
1" = 100'

PROJECT  
BAGDAD ROAD

COUNTY  
WILLIAMSON

PAGE 3 OF 3

**Commissioners Court - Regular Session**

74.

**Meeting Date:** 06/06/2023

CR 255 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 (1.908 acres) required for the construction of CR 255. (Patricia Anderson / Parcel 13)  
Funding Source: TANS P588

**Background**

**Fiscal Impact**

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

Resolution

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 09:30 AM

Started On: 05/31/2023 03:08 PM

**IN THE COMMISSIONERS' COURT  
OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 1.908 acres (Parcel 13) described by metes and bounds in Exhibit "A" owned by **PATRICIA MAXINE ANDERSON, Independent Executrix for the Estate of Lora Mae Johnson** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 255 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 "A"**



P. O. Box 324  
Cedar Park, Texas 78630-0324  
(512) 259-3361  
T.B.P.L.S. Firm No. 10103800

**1.908 ACRE RIGHT-OF-WAY PARCEL NO. 13  
PATRICIA MAXINE ANDERSON (LE)  
PORTION OF  
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 1.908 ACRES (APPROXIMATELY 83,098 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 31.598 ACRE TRACT OF LAND AS DESCRIBED IN THE OIL, GAS AND MINERAL LEASE FILED OF RECORD IN VOLUME 839, PAGE 736, ALSO BEING KNOWN AS: THE REMAINDER OF THAT CERTAIN CALLED 330 ACRE TRACT OF LAND TO PATRICIA MAXINE ANDERSON (LE), (ACCORDING TO TAX RECORDS AS CONVEYED BY THE LAST WILL AND TESTAMENT OF LORA MAE JOHNSON). SAID JOHNSON PROPERTY BEING THE RESERVE OF THE PROPERTY THAT WAS CONVEYED TO MASON JOHNSON FILED OF RECORD IN VOLUME 278, PAGE 39, DEED RECORDS WILLIAMSON COUNTY, TEXAS. SAID 1.908 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at the Northwest corner of the herein described tract, the northwest corner of said Anderson tract, the Southwest corner of that certain called 11.01 acre tract as described in the deed to County Road 255 A Series of Lane Commercial Enterprises LLC, recorded in Document Number 2022006275, Official Public Records, Williamson County, Texas, a ½ inch iron rod found in the East right-of-way line of County Road 255 (right-of-way width varies);

**THENCE** North 70°27'08" East with the North line of said called Anderson tract and the South line of said called 11.01 acre tract a distance of 91.06 feet to the northeast corner of the herein described tract, a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY", from which the a ½ inch iron rod with cap marked "Forest 1847" found in the North line of said Anderson tract and the South line of said called 11.01 acre tract bears North 70°27'08" East a distance of 903.78 feet;

**THENCE** South 19°26'44" East across said called Anderson tract a distance of 991.58 feet to the Southeast corner of the herein described tract a a set 5/8 inch iron rod with 1-

1/2 inch aluminum cap marked "WILLIAMSON COUNTY", set in the South line of said Anderson tract and the North line of that certain tract of land as described in the deed conveyed to Vale Building Group, LLC, filed of record in Document Number 2018098547, Official Public Records, Williamson County, Texas from which a 1" Iron Rod found in the South line of said Anderson tract bears North 69°15'11" East a distance of 708.94 feet;

**THENCE** South 69° 15'11" West with the South line of said Anderson tract and the North line of said Vale Building Group tract a distance of 76.42 feet to the Southwest corner of the herein described tract, the Southwest corner of said Anderson tract and the Northwest corner of said Vale Building Group tract, a ½ inch iron rod found in the East line of said County Road 255;

**THENCE** North 20° 17'27" West with the West line of said Anderson tract and the East line of said County Road 255 a distance of 993.26 feet the **POINT OF BEGINNING**, containing 1.908 acres of land more or less.

**All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas 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 13.**

**"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."**

I hereby certify that the hereon map and description was performed under my direct supervision:

Charles G. Walker                      Date: February   , 2023  
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 0.1.908 ACRES (APPROXIMATELY 83,098 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, A PORTION THAT CERTAIN CALLED 31.598 ACRE TRACT OF LAND AS DESCRIBED IN THE OIL, GAS AND MINERAL LEASE FILED OF RECORD IN VOLUME 839, PAGE 736, ALSO BEING KNOWN AS: THE REMAINDER OF THAT CERTAIN CALLED 330 ACRE TRACT OF LAND TO PATRICIA MAXINE ANDERSON (LE), (ACCORDING TO TAX RECORDS AS CONVEYED BY THE LAST WILL AND TESTAMENT OF LORA MAE JOHNSON). SAID JOHNSON PROPERTY BEING THE RESERVE OF THE PROPERTY THAT WAS CONVEYED TO MASON JOHNSON FILED OF RECORD IN VOLUME 278, PAGE 39, DEED RECORDS WILLIAMSON COUNTY, TEXAS. SAID 1.908 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

<u>LEGEND</u>	
○	5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
△	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
( )	RECORD INFORMATION

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.

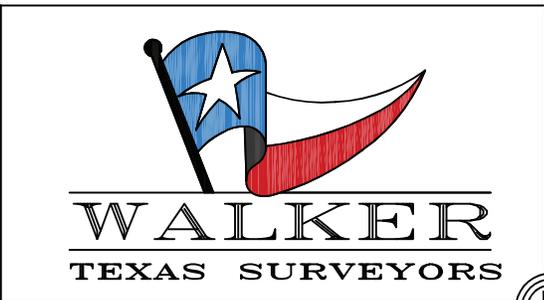
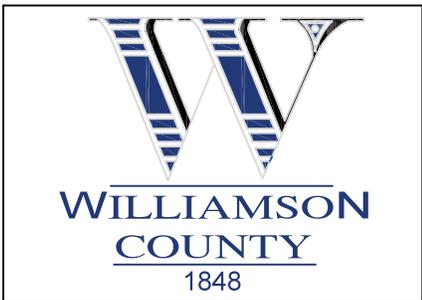
ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624  
 (FOR SURFACE TO GRID CONVERSION)  
 INVERSE SCALE FACTOR = 1.000115040  
 (FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

CHARLES G. WALKER, TX. RPLS # 5283.

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: FEBRUARY , 2023  
 DRAWING NO.: 0750504-02-PARCEL 13  
 PROJECT NO.: 0750504  
 DRAWN BY: MLH  
 PAGE 3 OF 4



"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."

SAFFELL  
CALLED 0.59 AC  
LOT 3  
DOC. NO.  
2019073754  
O.P.R.W.C. TX.

SAFFELL  
CALLED 0.58 AC  
LOT 4  
DOC. NO.  
2019073754  
O.P.R.W.C. TX.

**BON WINDE RD**

WIECKOWSKI, PIOTR W &  
LAURENA A  
CALLED 2.141 AC  
DOC. NO. 2021134791  
O.P.R.W.C. TX.

Edward Allen Miller and  
Deborah K. Stanford-Miller  
CALLED 2.00 Acres  
Document Number 2004068037  
O.P.R.W.C.

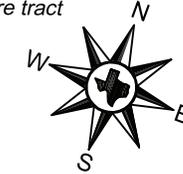
Charles A Anderson and  
Patricia M. Anderson  
CALLED 2.00 Acres  
Document Number 9663666  
O.R.W.C.

COUNTY ROAD 255, A SERIES OF LANE  
COMMERCIAL ENTERPRISES LLC  
Called 11.01 Acres  
Doc. No: 2022006275, O.P.R.W.C.

PATRICIA MAXINE ANDERSON (LE)  
Called 31.598 Acres  
Oil, Gas and Mineral Lease  
Volume 839, Page 76  
Warranty Deed  
Remainder of a called 330 acre tract  
Volume 278, Page 39  
O.P.R.W.C.

PT# 2093  
N:10,244,269.25  
E:3,075,905.76

PT# 2095  
N:10,243,334.26  
E:3,076,235.86



SCALE 1"=200'

**PARCEL 13**  
1.908 ACRES  
APPROX.  
83,098 SQ. FT.

No Improvements  
Shown Hereon

LINE	BEARING	DISTANCE
L1	N 70°27'08" E	91.06'
L2	S 19°26'44" E	991.58'
L3	S 69°15'11" W	76.42'
L4	N 20°17'27" W	993.26'

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.

708.94' (TIE)  
N 69°15'11" E

Vale Building Group LLC  
Called 252.9 Acres  
Document Number 2018098547  
O.P.R.W.C.

Sq. Feet  
Acres

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 GEODETIC 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)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE  
CURRENT TEXAS  
SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND  
SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II  
SURVEY.

"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, TX. RPLS # 5283.  
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: FEBRUARY 18, 2023  
DRAWING NO.: 0750504-02-PARCEL 13  
PROJECT NO.: 0750504  
DRAWN BY: MLH  
PAGE 4 OF 4



**Commissioners Court - Regular Session**

75.

**Meeting Date:** 06/06/2023

CR 255 Resolution for Condemnation

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.121 acres) required for the construction of CR 255. (Patricia Anderson / Parcel 16)  
Funding Source: TANS P588

**Background**

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**Fiscal Impact**

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

**Attachments**

Resolution

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 09:31 AM

Started On: 05/31/2023 03:11 PM

**IN THE COMMISSIONERS' COURT  
OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.121 acres (Parcel 16) described by metes and bounds in Exhibit "A" owned by **PATRICIA M. ANDERSON**, for the purpose of constructing, reconstructing, maintaining, and operating the County Road 255 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 "A"**



P. O. Box 324  
Cedar Park, Texas 78630-0324  
(512) 259-3361  
T.B.P.L.S. Firm No. 10103800

**0.121 ACRE RIGHT-OF-WAY PARCEL NO. 16  
CHARLES A. ANDERSON AND PATRICIA M. ANDERSON  
PORTION OF  
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.121 ACRES (APPROXIMATELY 5,285 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 2.00 ACRE TRACT OF LAND CONVEYED TO CHARLES A. ANDERSON AND PATRICIA M. ANDERSON, IN A DEED DATED DECEMBER 05, 1996, AND RECORDED IN DOCUMENT NO. 1996063666 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.121 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at the Northeast corner of the herein described tract, the Northeast corner of said Anderson tract and the Southeast corner of that certain called 2.00 acre tract as described in the deed to Edward Allen Miller and Deborah K. Stanford-Miller, filed of record in Document Number 2004068037, Official Public Records, Williamson County, Texas, a ½ inch Iron Pipe found in the West right-of-way line of County Road 255 (right-of-way width varies);

**THENCE** South 19°50'06" East with the East line of said Anderson tract and the West line of said County Road 255 a distance of 227.29 feet to an angle point;

**THENCE** South 18°36'53" East with the East line of said Anderson tract and the West line of said County Road 255 a distance of 60.88 feet to an angle point;

**THENCE** South 13°02'52" East with the East line of said Anderson tract and the West line of said County Road 255 a distance of 130.67 feet to the Southeast corner of the herein described tract, the Southeast corner of said Anderson tract and the Northeast corner of that certain called 4.114 acre tract as described in the deed to Arbie J. Heckman filed of record in Volume 2085, Page 786, Official Public Records, Williamson County, Texas;

**THENCE** South 71°49'53" West with the South line of said Anderson tract and the North line of said Heckman tract a distance of 0.22 feet to the Southwest corner of the herein described tract, a set ½ inch iron rod with cap marked "Walker 5283";

**THENCE** North 19°26'44" West across said Anderson tract a distance of 418.02 feet to the Northwest corner of the herein described tract a ½ inch iron rod with cap marked "Walker 5283" set in the North line of said Anderson tract and the South line of said Miller tract;

**THENCE** North 70°34'50" East with the North line of said Anderson tract and the South line of said Miller tract a distance of 14.12 feet to the **POINT OF BEGINNING**, containing 0.121 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas 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 16.

**"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 0.121 ACRES (APPROXIMATELY 5,285 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO CHARLES A ANDERSON AND PATRICIA M. ANDERSON, IN A DEED DATED DECEMBER 05, 1996, AND RECORDED IN DOCUMENT NO. 21996063666 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

○	1/2" IRON ROD WITH "WALKER 5283" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
△	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 GEODETIC 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 16  
PROJECT NO.: 0750504  
DRAWN BY: MLH  
PAGE 3 OF 4



Edward Allen Miller and  
Deborah K. Stanford-Miller  
Called 2.00 Acres  
Document Number 2004068037  
O.P.R.W.C.

Charles A Anderson and  
Patricia M. Anderson  
Called 2.00 Acres  
Document Number 1996063666  
O.R.W.C.

PT# 2054  
N:10,243,548.99  
E:3,076,015.82

PT# 2100  
N:10,243,154.82  
E:3,076,154.98

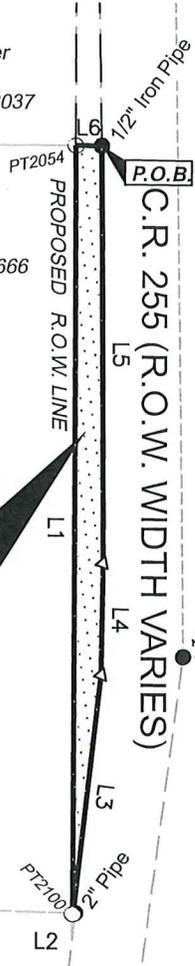
Patricia Maxine Anderson  
Vol. 1014, Pg. 0068  
D.R.W.C.

Vale Building Group LLC  
Called 252.9 Acres  
Document Number 2018098547  
O.P.R.W.C.

Arbie J. Heckman, Called 4.114 Acres  
Volume 2085, Page 786, O.R.W.C.



**PARCEL 16**  
0.121 ACRES  
APPROX.  
5,285 SQ. FT.



LINE	BEARING	DISTANCE
L1	N 19°26'44" W	418.02'
L2	S 71°49'53" W	0.22'
L3	S 13°02'52" E	130.67'
L4	S 18°36'53" E	60.88'
L5	S 19°50'06" E	227.29'
L6	N 70°34'50" E	14.12'

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 GEODETIC 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)

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.

**"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."**

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: NOVEMBER, 2022  
DRAWING NO.: 0750504-02-PARCEL 16  
PROJECT NO.: 0750504  
DRAWN BY: MLH  
PAGE 4 OF 4



**Commissioners Court - Regular Session**

76.

**Meeting Date:** 06/06/2023

CR 255 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 (0.063 acres) required for the construction of CR 255. (Christopher Anderson and Amyjo Anderson / Parcel 18) Funding Source: TANS P588

**Background**

**Fiscal Impact**

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

**Attachments**

Resolution

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 09:34 AM

Started On: 05/31/2023 03:12 PM

**IN THE COMMISSIONERS' COURT  
OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.063 acres (Parcel 18) described by metes and bounds in Exhibit "A" owned by **CHRISTOPHER L. ANDERSON AND AMYJO ANDERSON**, for the purpose of constructing, reconstructing, maintaining, and operating the County Road 255 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 "A"**



P. O. Box 324  
Cedar Park, Texas 78630-0324  
(512) 259-3361  
T.B.P.L.S. Firm No. 10103800

**0.063 ACRE RIGHT-OF-WAY PARCEL NO. 18  
CHRISTOPHER AND AMYJO ANDERSON  
PORTION OF  
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.063 ACRES (APPROXIMATELY 2,746 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 17.34 ACRE TRACT OF LAND CONVEYED TO CHRISTOPHER L. AND AMYJO ANDERSON IN A WARRANTY DEED DATED AUGUST 05, 2014 AND RECORDED IN DOCUMENT NO. 2014061997 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.063 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½ inch iron rod with cap marked "RPLS 2218" Found in the existing east right-of-way line of County Road 255 (right-of-way width varies), for the Southwest corner of the herein described tract, the Northwest corner of that certain called 15.00 acre tract of land a described in the deed conveyed to Tanya and Joseph Blanco of record in document no.: 2020105303, Official Public Records Williamson County, Texas, from which a ½ inch iron rod with cap marked "1213", bears South 20°40'43" East, a distance of 500.19 feet;

**THENCE** North 20°46'33" West with the west line of said Anderson tract and the existing east right-of-way line of said County Road 255 a distance of 30.15 feet to the northwest corner of the herein described tract, the Northwest corner of said Anderson tract, and being in the South line of that certain tract of land as conveyed to Vale Building Group, LLC, according to the deed filed of record in instrument number (2018098547), official public records Williamson County, Texas, from which an iron rod with cap marked "Stegar Bizzell" found at the Southwest corner of said Vale tract bears South 70°50'54" West a distance of 14.90 feet;

**THENCE** North 70°49'50" East with the North line of said Anderson tract and the South line of said Vale Building Group tract a distance of 91.30 feet to the northeast corner of the herein described tract, a ½ inch iron rod with cap marked "Walker 5283" set for the Northeast corner of the herein described tract from which a found 60d nail and fence corner post bears North 70°49'50" East a distance of 1,853.67 feet;

**THENCE** South 20°05'16" East across said Anderson tract a distance of 30.15 feet to the Southeast corner of the herein described tract a ½ inch iron rod with cap marked "Walker 5283" set in the South line of said Anderson tract and the North line of said Blanco tract from which a the Northeast corner of said Blanco tract bears North 70°50'02" East a distance of 1,222.51 feet;

**THENCE** South 70°50'02" West with the South line of said Anderson tract and the North line of said Blanco tract a distance of 90.94 feet to the **POINT OF BEGINNING**, containing 0.063 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas 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 18.

**"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 0.063 ACRES (APPROXIMATELY 2,746 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO CHRISTOPHER L. ANDERSON AND AMYJO ANDERSON, IN A DEED DATED AUGUST 05, 2014 AND RECORDED IN DOCUMENT NO. 2014061997 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.**

<u>LEGEND</u>	
○	1/2" IRON ROD WITH "WALKER 5283" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
● <sub>M-H-S</sub>	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 GEODETIC 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)

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 18  
PROJECT NO.: 0750504  
DRAWN BY: MLH  
PAGE 3 OF 4

"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."



Dennis Motley and  
Sherree Motley  
Called 4.613 Acres  
Document number 2019028310  
O.P.R.W.C.

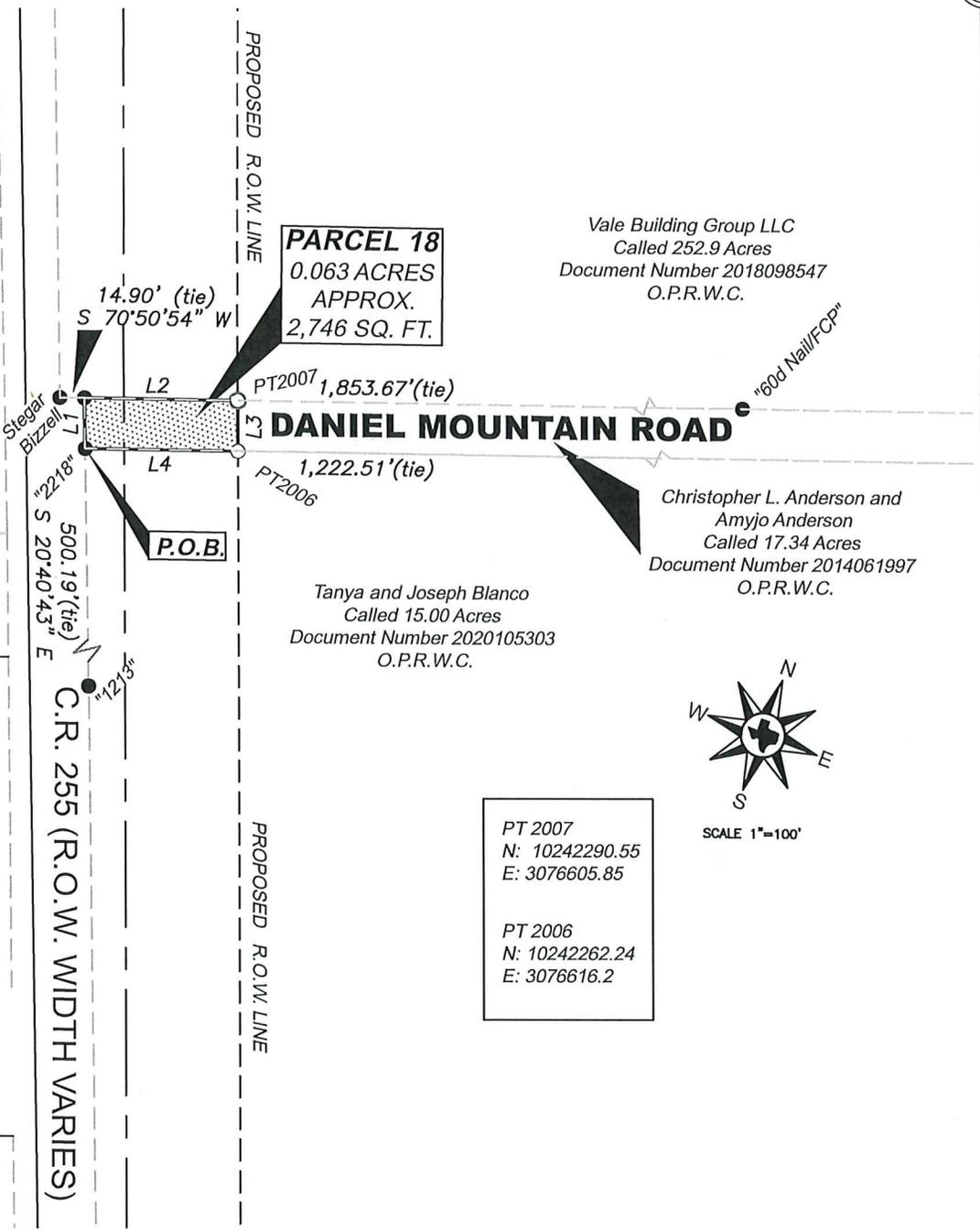
James O. Smith and  
Lorrie Smith  
Called 4.795 Acres  
Document Number 2000046942  
O.P.R.W.C.

**PARCEL 18**  
0.063 ACRES  
APPROX.  
2,746 SQ. FT.

Vale Building Group LLC  
Called 252.9 Acres  
Document Number 2018098547  
O.P.R.W.C.

Christopher L. Anderson and  
Amyjo Anderson  
Called 17.34 Acres  
Document Number 2014061997  
O.P.R.W.C.

Tanya and Joseph Blanco  
Called 15.00 Acres  
Document Number 2020105303  
O.P.R.W.C.



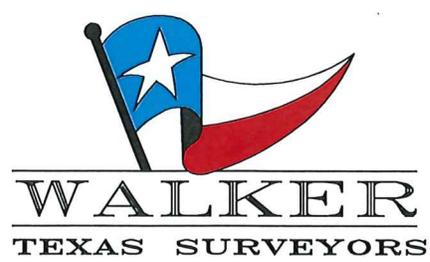
PT 2007  
N: 10242290.55  
E: 3076605.85

PT 2006  
N: 10242262.24  
E: 3076616.2



LINE	BEARING	DISTANCE
L1	N 20°46'33" W	30.15'
L2	N 70°49'50" E	91.30'
L3	S 20°05'16" E	30.15'
L4	S 70°50'02" W	90.94'

**"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."**



**Commissioners Court - Regular Session**

77.

**Meeting Date:** 06/06/2023

Hero Way 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 (0.958 acres) required for the construction of Hero Way/RM 2243. (Sairam Ventures LLC / Parcel 204 Funding Source: Road Bonds P326

**Background**

**Fiscal Impact**

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

Resolution

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 09:36 AM

Started On: 05/31/2023 03:14 PM

**IN THE COMMISSIONERS' COURT  
OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.958 acres (Parcel 204) described by metes and bounds in Exhibit "A" owned by **SAIRAM VENTURES LLC** 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 A**

**County:** Williamson  
**Parcel:** 204  
**Highway:** FM 2243

**METES & BOUNDS DESCRIPTION FOR PARCEL 204**

METES & BOUNDS DESCRIPTION FOR A 0.958 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 4.007 ACRE TRACT OF LAND AS CONVEYED TO SAIRAM VENTURES LLC BY GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2019092211 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.958 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 an illegible cap found on the east right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by Document Numbers 2004022522, 2004069273 and 2019092213, all of the Official Public Records of Williamson County, Texas, at the northwest corner of the above described Sairam Ventures Tract, at the southwest corner of a called 4.10 acre tract of land as conveyed to William S. Albrecht and wife, Paradee Albrecht by Warranty Deed with Vendor's Lien recorded in Document Number 9708055 of the Official Records of Williamson County, Texas, and at the most easterly common corner of a called 0.105 acre tract of land described as Parcel 27 as dedicated in said Document Number 2019092213 of the Official Public Records of Williamson County, Texas, and a called 0.131 acre tract of land described as Parcel 29 as dedicated in said Document Number 2004022522 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 north line of said Sairam Ventures Tract and the south line of said Albrecht Tract, N 67°00'26" E a distance of 84.04 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,189,511.70, E: 3,089,517.20) set at the beginning of a non-tangent curve to the left, for the northeast corner of the herein described tract, 532.57 feet left of FM 2243 baseline station 186+54.73, from which a 1/2-inch iron rod found at the northeast corner of said Sairam Ventures Tract and the southeast corner of said Albrecht Tract, bears N 67°00'26" E a distance of 597.41 feet;

THENCE, over and across said Sairam Ventures Tract, along said curve to the left, an arc distance of 312.01 feet, having a radius of 1,011.00 feet, a central angle of 17°40'56" and a chord which bears S 58°31'02" E a distance of 310.77 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the south line of said Sairam Ventures Tract and the north line of Lot 1 of HIGHMEADOW ESTATES, a subdivision as recorded in Cabinet K, Slides 297-299 of the Plat Records of Williamson County, Texas, for the southeast corner of the herein described tract, 320.52 feet left of FM 2243 baseline station 188+69.40, from which a 1-inch iron pipe found at the southeast corner of said Sairam Ventures Tract, bears N 69°07'40" E a distance of 407.56 feet;

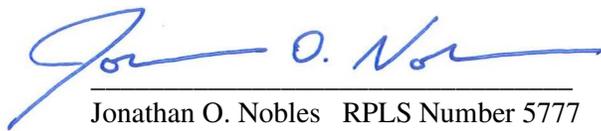
THENCE, with the south line of said Sairam Ventures Tract and the north line of said Lot 1, S 69°07'40" W a distance of 275.65 feet to a 1/2-inch iron rod found on the east right-of-way line of said Ronald W Reagan Boulevard, at the southwest corner of said Sairam Ventures Tract, and at the northwest corner of said Lot 1, for the southwest corner of the herein described tract, from which a 1/2-inch iron rod found at the southwest corner of said Lot 1, bears S 20°49'05" E a distance of 297.62 feet;

THENCE, with the east right-of-way line of said Ronald W Reagan Boulevard and the west line of said Sairam Ventures Tract, N 22°54'43" W a distance of 23.51 feet to a 1/2-inch iron rod with cap stamped "Diamond Surveying" found at the most southerly corner of said Parcel 27, for an angle point;

THENCE, continuing with the east right-of-way line of said Ronald W Reagan Boulevard and the west line of said Sairam Ventures Tract, N 20°10'07" W a distance of 219.48 feet to the **POINT OF BEGINNING** and containing 0.958 acres (41,746 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.



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



08/05/2022  
Date

Client: Williamson County  
Date: August 5, 2022  
Project Number: 7473-00



LEGEND

B.F.	BOARD FENCE
B.W.F.	BARBED WIRE FENCE
C.O.	CLEAN OUT
E.M.	ELECTRIC METER
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
G.V.	GAS VALVE
H.W.F.	HOG WIRE FENCE
M.H.	MANHOLE
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.L.M.	PIPELINE MARKER
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.R.W.	STONE RETAINING WALL
S.S.	STOP SIGN
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.T.B.	UNDERGROUND TELEPHONE BOX
VOL.	VOLUME
W.F.	WATER FAUCET
W.M.	WATER METER
W.V.	WATER VALVE
W.W.	WATER WELL
( )	RECORD INFO FOR DOC. NO. 2019092211 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO 9708055 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NOS. 2004022522 & 2019092213 O.P.R.W.C.
< >	RECORD INFO FOR CAB. K, SLIDES 297-299 P.R.W.C.
⊙	FOUND 1" IRON PIPE
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
—x—	WIRE FENCE
—DHT—	OVERHEAD TELEPHONE
—DHP—	OVERHEAD POWER
—//—	EDGE OF ASPHALT
<span style="border: 1px solid black; padding: 2px;">10.3</span>	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 67°00'26" E	84.04'
L2	N 22°54'43" W	23.51'
L3	S 10°00'49" W	2.27'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
(L2)	(N 20°39'17" W)	(23.57')
{L2}	{N 22°29'41" W}	{23.57'}
(L3)	(S 09°16'31" W)	(2.21')

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C2	312.01'	1,011.00'	17°40'56"	S 58°31'02" E	310.77'

	<b>BGE, Inc.</b> 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728 Tel: 512-879-0400 • www.bgeinc.com TBPLS Licensed Surveying Firm No. 10106502			Copyright 2022
	<p><b>PARCEL PLAT</b>                  SHOWING PARCEL 204                  0.958 ACRE                  FM 2243                  WILLIAMSON COUNTY, TEXAS</p>			
Scale: 1"=100'	Job No.: 7473-00	Date: 08/05/2022	Page: 4 of 5	

G:\TXC\Projects\County\_Williamson\7473-00\_RM\_2243\06\_Survey\04\_Finals\Drawings\7473-00\_P204\_EX1.dwg, 8/4/2022 2:41 PM, Stephen Barger

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-164927, DATED EFFECTIVE JULY 1, 2022 AND ISSUED ON JULY 11, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 10.2 AN UNDERGROUND TELECOMMUNICATION SYSTEMS AND LINES EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 570, PAGE 702, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.3 A PUBLIC UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN VOLUME 1899, PAGE 619, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.4 A PUBLIC UTILITY EASEMENT GRANTED TO WILLIAMSON COUNTY AS DESCRIBED IN DOCUMENT NO. 2019092213, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.6 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-042-00 OF RECORD IN DOCUMENT NO. 2017011287, 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.



08/05/2022

*Jonathan O. Nobles*

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

Copyright 2022

PARCEL PLAT  
SHOWING PARCEL 204  
0.958 ACRE  
FM 2243  
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/05/2022	Page: 5 of 5
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**Commissioners Court - Regular Session**

78.

**Meeting Date:** 06/06/2023

Hero Way 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 (4.773 acres) required for the construction of Hero Way / RM 2243. (Jay Harvey / Parcel 220) Funding Source: Road Bonds P326

**Background**

**Fiscal Impact**

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

Resolution

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 09:39 AM

Started On: 05/31/2023 03:15 PM

**IN THE COMMISSIONERS' COURT  
OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 4.773 acres (Parcel 220) described by metes and bounds in Exhibit "A" owned by **JAY HARVEY a/k/a JAY CRAIG HARVEY** 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 A**

**County:** Williamson  
**Parcel:** 220  
**Highway:** FM 2243

**METES & BOUNDS DESCRIPTION FOR PARCEL 220**

METES & BOUNDS DESCRIPTION FOR A 4.773 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF LOT 4, 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 JAY HARVEY AND WIFE, MICHELLE HARVEY BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 9503320 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 4.773 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 east right-of-way line of Creekview Circle (60 feet wide) as dedicated by said HIGHMEADOW ESTATES PHASE ONE, at the southwest corner of the above described Lot 4 and the northwest corner of Lot 5 of said HIGHMEADOW ESTATE PHASE ONE, as conveyed to Roy L. Kuchera and Alice F. Kuchera by General Warranty Deed recorded in Document Number 9731852 of the Official Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the east right-of-way line of said Creekview Circle and the west line of said Lot 4, along a curve to the left, an arc distance of 49.34 feet, having a radius of 60.00 feet, a central angle of 47°06'58" and a chord which bears N 30°00'57" W a distance of 47.96 feet to a 1/2-inch iron rod found at the most westerly corner of said Lot 4 and the southeast corner of Lot 3 of said HIGHMEADOW ESTATES PHASE ONE, for the most westerly corner of the herein described tract, from which a 1/2-inch iron rod found on the north right-of-way line of said Creekview Circle, at the southwest corner of said Lot 3 and the southeast corner of Lot 2 of said HIGHMEADOW ESTATES PHASE ONE, bears along a 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;

THENCE, departing the east right-of-way line of said Creekview Circle, with the northwest line of said Lot 4 and the southeast line of said Lot 3, N 38°30'44" E a distance of 701.03 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,189,374.64, E: 3,090,721.85) set at the beginning of a non-tangent curve to the right, for the northwest 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 the most northerly corner of said Lot 4, and at an interior corner of said Lot 3, bears N 38°30'44" E a distance of 120.83 feet;

THENCE, departing the southeast line of said Lot 3, over and across said Lot 4, along said curve to the right, an arc distance of 37.92 feet, having a radius of 8,147.00 feet, a central angle of  $00^{\circ}16'00''$  and a chord which bears  $N 86^{\circ}05'56'' W$  a distance of 37.92 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an interior corner of the herein described tract, 228.62 feet left of FM 2243 baseline station 198+08.44;

THENCE, continuing over and across said Lot 4,  $N 39^{\circ}58'40'' E$  a distance of 15.22 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, for an exterior corner of the herein described tract, 239.70 feet left of FM 2243 baseline station 198+18.55;

THENCE, continuing over and across said Lot 4, along said curve to the right, an arc distance of 106.75 feet, having a radius of 8,158.00 feet, a central angle of  $00^{\circ}44'59''$  and a chord which bears  $N 86^{\circ}40'51'' W$  a distance of 106.75 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the northeast line of said Lot 4 and the southwest line of said Lot 3, for an exterior corner of the herein described tract, 240.59 feet left of FM 2243 baseline station 199+21.89;

THENCE, with the northeast line of said Lot 4 and the southwest line of said Lot 3,  $S 46^{\circ}48'12'' E$  a distance of 26.48 feet to a calculated point 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, at the most easterly common corner of said Lot 4 and said Lot 3, for an exterior corner of the herein described tract;

THENCE, with the east line of said Lot 4 and the west line of said Kuchera 95.096 acre Tract, the following five (5) courses:

- 1)  $S 43^{\circ}06'36'' W$  a distance of 29.68 feet to a 1/2-inch iron rod found for an angle point;
- 2)  $S 03^{\circ}49'08'' W$  a distance of 120.28 feet to a 1/2-inch iron rod found for an angle point;
- 3)  $S 25^{\circ}01'14'' E$  a distance of 156.53 feet to a 1/2-inch iron rod found for an angle point;
- 4)  $S 08^{\circ}58'40'' W$  a distance of 126.85 feet to a 1/2-inch iron rod found for an angle point; and
- 5)  $S 11^{\circ}43'38'' E$  a distance of 73.82 feet to a calculated point at the southeast corner of said Lot 4, and at the northeast corner of said Lot 5, for the southeast corner of the herein described tract;

THENCE, with the south line of said Lot 4 and the north line of said Lot 5,  $S 79^{\circ}48'37'' W$  a distance of 80.56 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 left, 271.09 feet right of FM 2243 baseline station 198+71.36;

THENCE, departing the north line of said Lot 5, over and across said Lot 4, along said curve to the left, an arc distance of 286.65 feet, having a radius of 8,053.00 feet, a central angle of 02°02'22" and a chord which bears S 86°03'50" W a distance of 286.64 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 left, 270.78 feet right of FM 2243 baseline station 195+73.65;

THENCE, continuing over and across said Lot 4, along said curve to the left, an arc distance of 86.57 feet, having a radius of 1,011.00 feet, a central angle of 04°54'22" and a chord which bears S 58°39'42" W a distance of 86.54 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the south line of said Lot 4 and the north line of said Lot 5, for an angle point, 308.51 feet right of FM 2243 baseline station 194+92.55;

THENCE, with the south line of said Lot 4 and the north line of said Lot 5, S 79°48'37" W a distance of 182.85 feet to the **POINT OF BEGINNING** and containing 4.773 acres (207,912 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.**

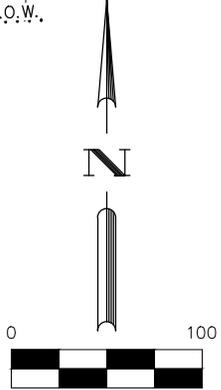
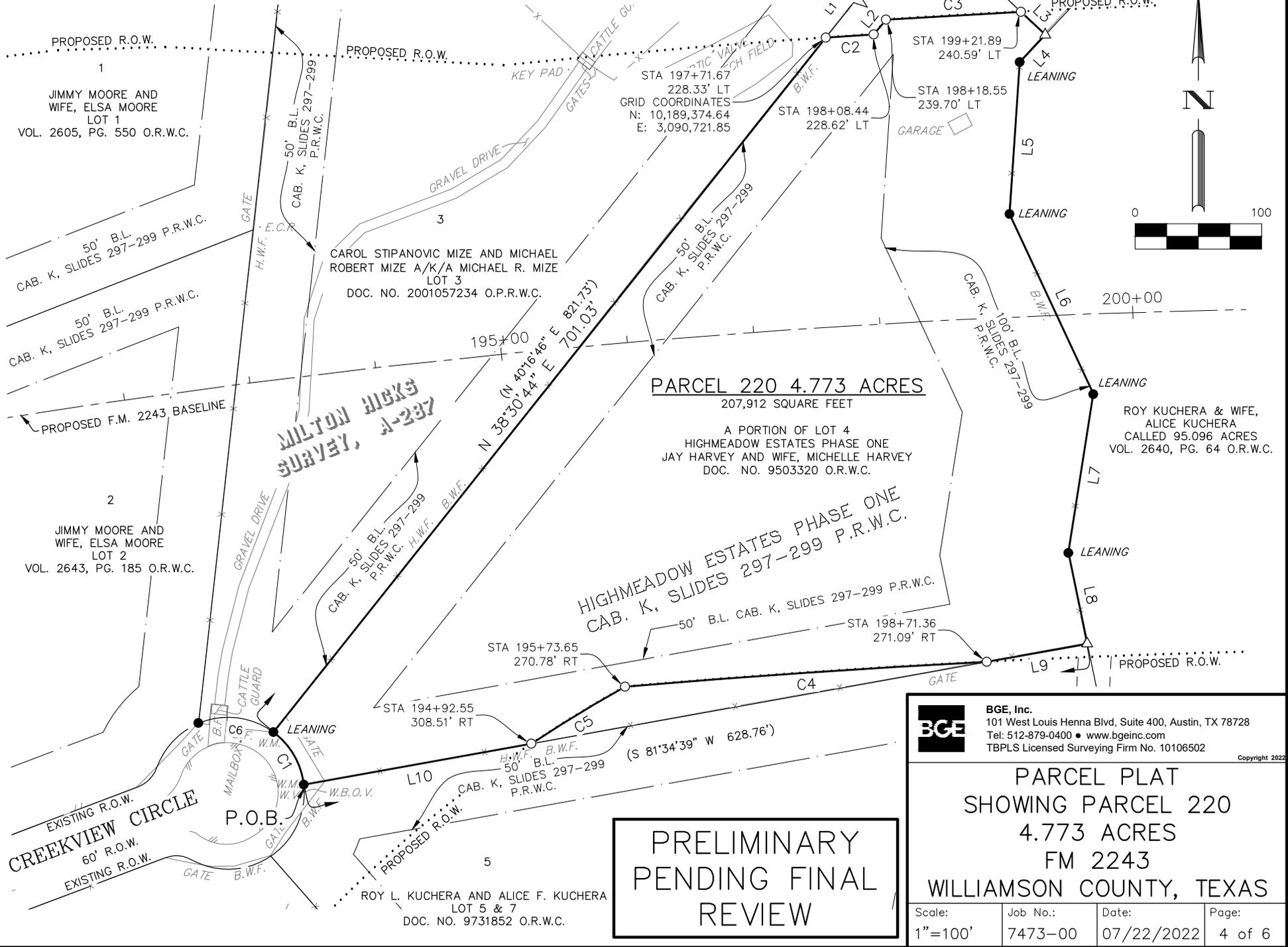
Jonathan O. Nobles RPLS Number 5777  
BGE, Inc.  
101 West Louis Henna Blvd., Suite 400  
Austin, TX 78728  
Telephone: 512-879-0400  
TBPELS Licensed Surveying Firm Number 10106502

\_\_\_\_\_  
Date

Client: Williamson County  
Date: July 22, 2022  
Project Number: 7473-00

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

G:\TxC\Projects\County\_Williamson\7473-00\_RM\_2243\06\_Survey\04\_Finals\Drawings\7473-00\_P220\_EX1.dwg, 7/20/2022 5:01 PM, Stephen Barger



**PRELIMINARY  
PENDING FINAL  
REVIEW**

<b>BGE, Inc.</b> 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728 Tel: 512-879-0400 • www.bgeinc.com TBPLS Licensed Surveying Firm No. 10106502			
<b>PARCEL PLAT SHOWING PARCEL 220 4.773 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS</b>			
Scale: 1"=100'	Job No.: 7473-00	Date: 07/22/2022	Page: 4 of 6

Copyright 2022

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 38°30'44" E	120.83'
L2	N 39°58'40" E	15.22'
L3	S 46°48'12" E	26.48'
L4	S 43°06'36" W	29.68'
L5	S 03°49'08" W	120.28'
L6	S 25°01'14" E	156.53'
L7	S 08°58'40" W	126.85'
L8	S 11°43'38" E	73.82'
L9	S 79°48'37" W	80.56'
L10	S 79°48'37" W	182.85'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
(L3)	(S 45°02'10" E)	
(L4)	(S 44°57'50" W)	(30.00')
[L4]	[S 44°57'50" W]	
(L5)	(S 05°33'44" W)	(120.18')
[L5]	[S 05°33'44" W]	[120.18']
(L6)	(S 23°00'10" E)	(156.65')
[L6]	[S 23°00'10" E]	[156.65']
(L7)	(S 10°35'27" W)	(126.48')
[L7]	[S 10°35'27" W]	[126.48']
(L8)	(S 09°55'02" E)	(73.47')
[L8]	[S 09°55'02" E]	

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	49.34'	60.00'	47°06'58"	N 30°00'57" W	47.96'
C2	37.92'	8,147.00'	0°16'00"	N 86°05'56" E	37.92'
C3	106.75'	8,158.00'	0°44'59"	N 86°40'51" E	106.75'
C4	286.65'	8,053.00'	2°02'22"	S 86°03'50" W	286.64'
C5	86.57'	1,011.00'	4°54'22"	S 58°39'42" W	86.54'
C6	62.31'	60.00'	59°30'13"	N 83°19'32" W	59.55'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
(C1)	(49.34')	(60.00')	(47°07'03")	(N 28°04'28.3" W)	(47.96')
(C6)	(62.41')	(60.00')	(59°36'07")	(N 81°26'03.2" W)	(59.64')

LEGEND

- B.F. BOARD FENCE
- B.W.F. BARBED WIRE FENCE
- DOC. DOCUMENT
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
- E.C.R. ELECTRIC CONDUIT RISER
- ELEC. ELECTRIC
- ESMT. EASEMENT
- 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
- R.O.W. RIGHT-OF-WAY
- 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.
- [ ] RECORD INFO FOR VOL. 2640, PG. 64 O.R.W.C.
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
- △ CALCULATED POINT
- x — WIRE FENCE
- // — BOARD FENCE
- # — EDGE OF ASPHALT

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 220**  
**4.773 ACRES**  
**FM 2243**  
**WILLIAMSON COUNTY, TEXAS**

Scale: 1"=100'	Job No.: 7473-00	Date: 07/22/2022	Page: 5 of 6
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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. 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

Copyright 2022

PARCEL PLAT  
SHOWING PARCEL 220  
4.773 ACRES  
FM 2243  
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 07/22/2022	Page: 6 of 6
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**Commissioners Court - Regular Session**

79.

**Meeting Date:** 06/06/2023

Hero Way 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 (0.325 acres as right of way and 0.105 acres for a drainage easement) required for the construction of Hero Way / RM 2243. (Heroway 15, LLC / Parcel 337) Funding Source: Road Bonds P326

**Background**

**Fiscal Impact**

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

Resolution

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 09:41 AM

Started On: 05/31/2023 03:16 PM

**IN THE COMMISSIONERS' COURT  
OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.325 acres (Parcel 337) and 0.105 acres for a drainage easement described by metes and bounds in Exhibits "A & B" owned by **HEROWAY 15 LLC** 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 A**

**County:** Williamson  
**Parcel:** 337  
**Highway:** FM 2243

**METES & BOUNDS DESCRIPTION FOR PARCEL 337**

METES & BOUNDS DESCRIPTION FOR A 0.325 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF TRACT 4 OF KITTIE HILL ACRES, A SUBDIVISION AS RECORDED IN CABINET F, SLIDES 45 AND 46 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO HEROWAY 15 LLC BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2022033215 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.325 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 west right-of-way line of Winding Oak Drive (50 feet wide) as dedicated by said KITTIE HILL ACRES, at the southeast corner of the above described Tract 4, for the southeast 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 east right-of-way line of said Winding Oak Drive, at the southwest corner 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, bears N 69°44'01" E a distance of 52.73 feet;

THENCE, with the north right-of-way line of said Hero Way and the south line of said Tract 4, S 69°50'36" W a distance of 406.44 feet to a calculated angle point;

THENCE, continuing with the north right-of-way line of said Hero Way and the south line of said Tract 4, S 69°26'36" W a distance of 416.65 feet to a 1/2-inch iron rod found at the southwest corner of said Tract 4, and the southeast corner of a called 13.320 acre tract of land as conveyed to Jack Scott Bradley, Amy L. Bradley and Brian Gregory Holmes by Warranty Deed with Vendor's Lien recorded in Document Number 2000068029 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of said Hero Way, at the southwest corner of said Bradley and Holmes Tract, and the southeast corner of a called 13.320 acre tract of land as conveyed to Brian Olson and Charity M. Olson (1/2 interest) and Gregory Olson and Hattie E. Olson (1/2 interest) by Warranty Deed with Vendor's Lien recorded in Document Number 2001071867 of the Official Public Records of Williamson County, Texas, bears S 68°48'59" W a distance of 456.49 feet;

THENCE, with the west line of said Tract 4 and the east line of said Bradley and Holmes Tract, N 22°42'00" W a distance of 16.41 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,378.76, E: 3,087,098.52) set for the northwest corner of the herein described tract, 238.22 feet left of FM 2243 baseline station 160+57.66, from which a 1/2-inch iron rod found on the east line of said Bradley and Homes Tract, at the northwest corner of said Tract 4, bears N 22°42'00" W a distance of 340.76 feet;

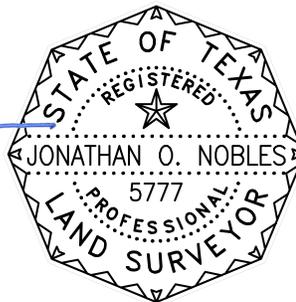
THENCE, over and across said Tract 4, N 69°25'18" E a distance of 816.94 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the east line of said Tract 4 and the west right-of-way line of said Winding Oak Drive, for the northeast corner of the herein described tract, 242.00 feet left of FM 2243 baseline station 168+81.17;

THENCE, with the east line of said Tract 4 and the west right-of-way line of said Winding Oak Drive, S 39°34'43" E a distance of 20.68 feet to the **POINT OF BEGINNING** and containing 0.325 acre (14,146 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.

  
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



4/6/2023  
Date

Client: Williamson County  
Date: April 6, 2023  
Project Number: 7473-00

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

HEROWAY 15 LLC  
(TRACT 3)  
DOC. NO. 2022033215 O.P.R.W.C.

HEROWAY 15 LLC  
(TRACT 4)  
DOC. NO. 2022033215 O.P.R.W.C.

**TALBOT CHAMBERS  
SURVEY, A-125**

**WINDING OAK DRIVE**  
AMENDED PLAT KITTE HILL ACRES TRACT 5 AND TRACT 6  
CAB. F. SLIDES 45 & 46 P.R.W.C. 578-579  
VOL. 2135, PG. 290  
CAB. F. SLIDES 45-46 P.R.W.C.

**PARCEL 337 0.325 ACRE**  
**14,146 SQUARE FEET**  
A PORTION OF TRACT 4, KITTE HILL ACRES  
HEROWAY 15 LLC  
DOC. NO. 2022033215 O.P.R.W.C.

**KITTE HILL ACRES**  
CAB. F. SLIDES 45-46  
P.R.W.C.

JACK SCOTT BRADLEY,  
AMY L BRADLEY AND  
BRIAN GREGORY HOLMES  
CALLED 13,320 ACRES  
DOC. NO. 2000068029  
O.P.R.W.C.

0.52 ACRE ELEC.  
LINE ESMT.  
DOC. NO. 2018067187  
O.P.R.W.C.

STA 160+57.66  
238.22' LT  
GRID COORDINATES  
N: 10,188,378.76  
E: 3,087,098.52

10.4  
20' ELEC. ESMT.  
VOL. 799, PG. 641  
D.R.W.C.

"J.E. GARON  
RPLS 4303"

JNK PROPERTIES 1, LTD.  
CALLED 33.834 ACRES  
(TRACT 1)  
DOC. NO. 2021182868 O.P.R.W.C.  
AS DESCRIBED IN  
DOC. NO. 2004028572 O.P.R.W.C.

0.25 ACRE ELEC. LINE ESMT.  
DOC. NO. 2018088934  
O.P.R.W.C.

JNK PROPERTIES 1, LTD.  
CALLED 1.00 ACRES  
(TRACT 8)  
DOC. NO. 2021182868 O.P.R.W.C.  
AS DESCRIBED IN  
DOC. NO. 2004077519 O.P.R.W.C.

**HERO WAY (F/K/A CR 269)**  
R.O.W. VARIES (NO DEED OF RECORD FOUND)

JNK PROPERTIES 1, LTD.  
CALLED 33.834 ACRES  
(TRACT 1)  
DOC. NO. 2021182868 O.P.R.W.C.  
AS DESCRIBED IN  
DOC. NO. 2004028572 O.P.R.W.C.

**ELIJAH D. HARMON  
SURVEY, A-3**

PROPOSED DRAINAGE EASEMENT

10' ROAD WIDENING ESMT.  
CAB. F. SLIDES 45-46  
P.R.W.C.

10.3  
50' B.L.  
VOL. 2135, PG. 290  
O.R.W.C.

STA 168+81.17  
242.00' LT

P.P. W/GU  
U.C.M. SBC  
TEL. PED. SBC

EXISTING R.O.W. 406.44'  
EXISTING R.O.W. 406.03'

4.39 ACRE ELEC. LINE ESMT.  
(PART 2)  
DOC. NO. 2018088935  
O.P.R.W.C.

PROPOSED F.M. 2243 BASELINE



**BGE, Inc.**  
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Tel: 512-879-0400 • www.bgeinc.com  
TBPLS Licensed Surveying Firm No. 10106502

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**PARCEL PLAT SHOWING**  
**PARCEL 337**  
**0.325 ACRE**  
**FM 2243**  
**WILLIAMSON COUNTY, TEXAS**

Scale: 1"=100'	Job No.: 7473-00	Date: 04/06/2023	Page: 3 of 5
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G:\TXC\Projects\County\_Williamson\7473-00\_RM\_2243\06\_Survey\04\_Finals\Drawings\7473-00\_P337\_EX1.dwg, 12/1/2022 7:47 AM, Damian Fisher

LEGEND

B.W.F.	BARBED WIRE FENCE
CAB.	CABINET
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
E.C.R.	ELECTRIC CONDUIT RISER
ESMT.	EASEMENT
G.P.	GATE POST
G.R.	GUARD RAIL
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
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
R.P.	REFLECTOR POST
S.N.S.	STREET NAME SIGN
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2000068029 O.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"
△	CALCULATED POINT
—x—	WIRE FENCE
—OHT—	OVERHEAD TELEPHONE
—OHP—	OVERHEAD POWER
—//—	EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 22°42'00" W	16.41'
L2	S 39°34'43" E	20.68'
L3	N 69°44'01" E	52.73'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L2	{S 37°24' E}	
L3	{N 71°46' E}	{52.94'}

	<b>BGE, Inc.</b>		
	101 West Louis Henna Blvd, Suite 400, Austin, TX 78728 Tel: 512-879-0400 • www.bgeinc.com TBPLS Licensed Surveying Firm No. 10106502		
<p><b>PARCEL PLAT SHOWING</b>  <b>PARCEL 337</b>  <b>0.325 ACRE</b>  <b>FM 2243</b>  <b>WILLIAMSON COUNTY, TEXAS</b></p>			
Scale: 1"=100'	Job No.: 7473-00	Date: 04/06/2023	Page: 4 of 5

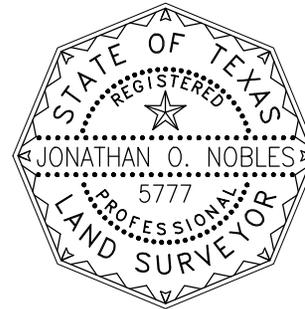
GENERAL NOTES:

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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 FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-166072, DATED EFFECTIVE MARCH 28, 2023 AND ISSUED ON APRIL 4, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

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- 10.4 AN ELECTRIC 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 TERMS, CONDITIONS, AND STIPULATIONS IN THAT CERTAIN DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2010083091, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, NOT PLOTTABLE.
- 10.8 TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN ORDINANCE NO. 10-026-00 RECORDED IN DOCUMENT NO. 2011003227, 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.



4/6/2023

*Jonathan O. Nobles*

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

PARCEL PLAT SHOWING  
PARCEL 337  
0.325 ACRE  
FM 2243  
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 04/06/2023	Page: 5 of 5
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EXHIBIT B

**County:** Williamson  
**Parcel:** 337D  
**Highway:** FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 337D

METES & BOUNDS DESCRIPTION FOR A 0.105 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF TRACT 4 OF KITTIE HILL ACRES, A SUBDIVISION AS RECORDED IN CABINET F, SLIDES 45 AND 46 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO HEROWAY 15 LLC BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2022033215 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.105 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 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 west right-of-way line of Winding Oak Drive (50 feet wide) as dedicated by said KITTIE HILL ACRES, at the southeast corner of the above described Tract 4, 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 east right-of-way line of said Winding Oak Drive, at the southwest corner 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, bears N 69°44'01" E a distance of 52.73 feet; Thence, with the north right-of-way line of said Hero Way and the south line of said Tract 4, S 69°50'36" W a distance of 360.72 feet to a calculated point; Thence, departing the north right-of-way line of said Hero Way, over and across said Tract 4, N 20°09'24" W a distance of 16.90 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,188,541.51, E: 3,087,532.01) for the southeast corner and **POINT OF BEGINNING** of the herein described tract, 242.00 feet left of FM 2243 baseline station 165+27.32;

THENCE, continuing over and across said Tract 4, S 69°25'18" W a distance of 126.79 feet to a calculated point for the southwest corner of the herein described tract, 242.00 feet left of FM 2243 baseline station 164+00.53;

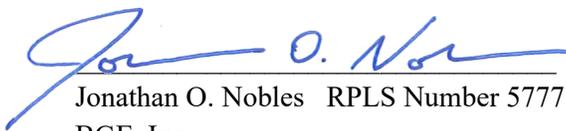
THENCE, continuing over and across said Tract 4, N 58°02'31" W a distance of 45.36 feet to a calculated point for the northwest corner of the herein described tract;

THENCE, continuing over and across said Tract 4, N 69°25'18" E a distance of 126.79 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, continuing over and across said Tract 4, S 58°02'31" E a distance of 45.36 feet to the **POINT OF BEGINNING** and containing 0.105 acre (4,565 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.

  
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



4/6/2023

Date

Client: Williamson County  
Date: April 6, 2023  
Project Number: 7473-00

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

HEROWAY 15 LLC  
(TRACT 3)  
DOC. NO. 2022033215 O.P.R.W.C.

HEROWAY 15 LLC  
(TRACT 4)  
DOC. NO. 2022033215 O.P.R.W.C.

TRACT 4

TALBOT CHAMBERS  
SURVEY, A-125

WINDING OAK DRIVE  
CAB. F, SLIDES 45 & 46  
VOL. 2135, PG. 290  
O.R.W.C.

KITTIE HILL ACRES  
CAB. F, SLIDES 45-46  
P.R.W.C.

**EASEMENT PARCEL 337D**  
**0.105 ACRE**  
**4,565 SQUARE FEET**  
A PORTION OF TRACT 4, KITTIE HILL ACRES  
HEROWAY 15 LLC  
DOC. NO. 2022033215 O.P.R.W.C.

P.O.B.  
STA 165+27.32  
242.00' LT  
GRID COORDINATES  
N: 10,188,541.51  
E: 3,087,532.01

PARCEL 337  
PROPOSED  
FM 2243 R.O.W.

10.4  
20' ELEC. ESMT.  
VOL. 799, PG. 641  
D.R.W.C.

10.3  
50' B.L.  
VOL. 2135, PG. 290  
O.R.W.C.

JACK SCOTT BRADLEY,  
AMY L BRADLEY AND  
BRIAN GREGORY HOLMES  
CALLED 13,320 ACRES  
DOC. NO. 2000068029  
O.P.R.W.C.

0.52 ACRE ELEC.  
LINE ESMT.  
DOC. NO. 2018067187  
O.P.R.W.C.

0.25 ACRE ELEC. LINE ESMT.  
DOC. NO. 2018088934  
O.P.R.W.C.

"J.E. GARON  
RPLS 4303"

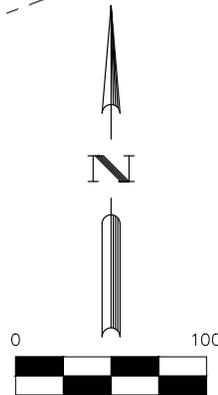
JNK PROPERTIES 1, LTD.  
CALLED 33.834 ACRES  
(TRACT 1)  
DOC. NO. 2021182868 O.P.R.W.C.  
AS DESCRIBED IN  
DOC. NO. 2004028572 O.P.R.W.C.

JNK PROPERTIES 1, LTD.  
CALLED 1.00 ACRES  
(TRACT 8)  
DOC. NO. 2021182868 O.P.R.W.C.  
AS DESCRIBED IN  
DOC. NO. 2004077519 O.P.R.W.C.

HERO WAY (F/K/A CR 269)  
R.O.W. VARIES (NO DEED OF RECORD FOUND)

JNK PROPERTIES 1, LTD.  
CALLED 33.834 ACRES  
(TRACT 1)  
DOC. NO. 2021182868 O.P.R.W.C.  
AS DESCRIBED IN  
DOC. NO. 2004028572 O.P.R.W.C.

ELIJAH D. HARMON  
SURVEY, A-3



**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**  
**EASEMENT PARCEL 337D**  
**0.105 ACRE**  
**FM 2243**  
**WILLIAMSON COUNTY, TEXAS**

Scale: 1"=100'	Job No.: 7473-00	Date: 04/06/2023	Page: 3 of 5
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LEGEND

- B.W.F. BARBED WIRE FENCE
- CAB. CABINET
- C.H.W. CONCRETE HEADWALL
- CMP CORRUGATED METAL PIPE
- C.R.S. CATHODIC READING STATION
- DOC. DOCUMENT
- E.C.R. ELECTRIC CONDUIT RISER
- ESMT. EASEMENT
- G.P. GATE POST
- G.R. GUARD RAIL
- NO. NUMBER
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- 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
- R.P. REFLECTOR POST
- S.N.S. STREET NAME SIGN
- S.S. STOP SIGN
- TEL. TELEPHONE
- TRANS. TRANSFORMER
- U.C.M. UNDERGROUND CABLE MARKER
- W.M. WATER METER
- W.V. WATER VALVE
- ( ) RECORD INFO FOR DOC. NO. 2000068029 O.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"
- △ CALCULATED POINT
- x — WIRE FENCE
- DHT — OVERHEAD TELEPHONE
- DHP — OVERHEAD POWER
- // — EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 69°44'01" E	52.73'
L2	N 20°09'24" W	16.90'
L3	S 69°25'18" W	126.79'
L4	N 58°02'31" W	45.36'
L5	N 69°25'18" E	126.79'
L6	S 58°02'31" E	45.36'

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<b>PARCEL PLAT SHOWING</b> <b>EASEMENT PARCEL 337D</b> <b>0.105 ACRE</b> <b>FM 2243</b> <b>WILLIAMSON COUNTY, TEXAS</b>			
Scale: 1"=100'	Job No.: 7473-00	Date: 04/06/2023	Page: 4 of 5

G:\TXC\Projects\County\_Williamson\7473-00\_RM\_2243\06\_Survey\04\_Finals\Drawings\7473-00\_P337D\_EX1.dwg, 12/1/2022 9:16 AM, Damian Fisher

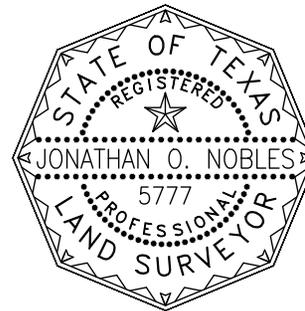
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4/6/2023

*Jonathan O. Nobles*  
JONATHAN O. NOBLES RPLS NO. 5777  
BGE, INC.

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AUSTIN, TEXAS 78728  
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PARCEL PLAT SHOWING  
EASEMENT PARCEL 337D  
0.105 ACRE  
FM 2243  
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 04/06/2023	Page: 5 of 5
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**Commissioners Court - Regular Session**

81.

**Meeting Date:** 06/06/2023

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: CR 332
- b) Discuss the acquisition of real property for County Facilities.
- c) Discuss the acquisition of real property for CR 255.
- d) Discuss the acquisition of real property for CR 111.
- e) Discuss the acquisition of real property for Corridor H
- f) Discuss the acquisition of real property for future SH 29 corridor.
- g) Discuss the acquisition of right-of-way for Hero Way.
- h) Discuss the acquisition of right-of-way for Corridor C.
- i) Discuss the acquisition of right-of-way for Corridor F.
- j) Discuss the acquisition of right-of-way for Corridor D.
- k) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- l) Discuss the acquisition of right-of-way for Reagan extension.
- m) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile

**Detention Center**

- n) Discuss acquisition of right of way for Corridor E.
- o) Discuss acquisition of right of way for Liberty Hill Bypass.
- p) 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 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
- d) Sale of property located 747 County Rd. 138 Hutto, 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

**Background**

**Fiscal Impact**

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

No file(s) attached.

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## Form Review

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 09:43 AM

Started On: 05/31/2023 03:18 PM

**Commissioners Court - Regular Session**

82.

**Meeting Date:** 06/06/2023

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
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/01/2023

**Reviewed By**

Becky Pruitt

**Date**

06/01/2023 09:44 AM

Started On: 05/31/2023 03:19 PM