

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
August 1, 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 – 23)

3. Discuss, consider and take appropriate action on a line item transfer for Constable Pct. 1.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0551.003900	MEMBERSHIP DUES	\$400.00
From	0100.0551.003901	PUBLICATIONS/BOOKS/PERIODICAL	\$600.00
From	0100.0551.003003	RADIO EQUIPMENT < \$5,000	\$200.00
From	0100.0551.003002	VEHICLE EQUIPMENT < \$5,000	\$100.00
From	0100.0551.003005	OFFICE FURNITURE < \$5,000	\$200.00
From	0100.0551.003311	UNIFORMS	\$1,700.00
To	0100.0551.003008	LAW ENFORCEMENT EQUIPMENT < \$5	\$1,500.00
To	0100.0551.004541	VEHICLE REPAIRS & MAINT	\$1,700.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003010	Computer Equipment	\$9,000.00
To	0100.0576.005003	Equipment	\$9,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Services	\$22,500.00
To	0100.0509.004810	Landscape Services	\$15,000.00
To	0100.0509.003001	Tools & Equipment	\$7,500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005200	Right of Way	\$20,000.00
To	0200-0210-004232	Training, Conf., Seminars	\$20,000.00

7. Discuss, consider and take appropriate action on approving compensation changes, position title changes, position grade changes, and any corresponding line item transfers.
8. Discuss, consider, and take appropriate action on accepting a donation to Williamson County Juvenile Services from St. Richards Episcopal Church in the amount of \$250.00 for School Supplies.
9. 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 7/01/2023 through 7/31/2023.
10. 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 7/01/2023 through 7/31/2023.
11. 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 7/01/2023 through 7/31/2023.
12. Discuss, consider and take appropriate action on an Agreement between Williamson County and Hill Country Dog Center, LLC relating to the exchange between the parties of two Law Enforcement K9s for the Williamson County Sheriff's Office.
13. Discuss, consider and take appropriate action on a Strategic Plan and Implementation Plan update.
14. Discuss, consider and take appropriate action on approving a blanket purchase order for fuel to Fuelman Fuel Cards in the amount of \$100,000.00 pursuant to Omnia Partners co-op contract #R211101.
15. Discuss, consider, and take appropriate action on approving Agreement #2023250 between Williamson County and MCCI, for (15) Laserfiche Annual Software Subscriptions in the amount of \$3,375.00, pursuant to BuyBoard contract #625-20, and authorizing the execution of the agreement.
16. Discuss, consider, and take appropriate action on approving the Agreement #2023252 between Williamson County and Mythics, LLC, in the amount of \$31,866.00 pursuant to Omnia Partners contract #R190801, and authorizing the execution of the agreement.

17. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive bids for EMS Medical Supplies under IFB #23IFB99.
18. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Medical Grade Oxygen, under IFB #23IFB100.
19. Discuss, consider and take appropriate action on authorizing the extension of Contract #T1289 Landscaping for Williamson County Parks Contract Renewal Period #2, for the same pricing, terms and conditions as the existing contract with Heart of Texas Landscape and Irrigation Co. for the term of October 1, 2023 - September 30, 2024.
20. Discuss, consider and take appropriate action on authorizing the extension to Contract #T2104 Irrigation Maintenance and Repair Services contract renewal period #3 with American Irrigation Repair LLC for the same terms and conditions as the existing contract per attached documentation and spreadsheet, for the 12-month term of October 1, 2023 through September 30, 2024.
21. Discuss, consider and take appropriate action on Supplemental Work Authorization 3 to Work Authorization No. 1 under Williamson County Contract between RVE, Inc., dba RVi Planning + Landscape Architecture and Williamson County, dated August 4, 2020, for Planning, Design and Engineering Services. This is a time extension only contract for a termination date of August 1, 2023. Funding Source is P551.
22. Discuss, consider and take appropriate action on Work Authorization No 4 in the amount of \$600,000.00 to expire on October 1, 2023 under Williamson County Contract for Engineering Services between Alliance Transportation Group, Inc. and Williamson County dated May 10, 2020 for Transportation Planning, Modeling and Studies. Funding source: 01.0200.0210.004100.
23. Discuss, consider and take appropriate action on approval of the final plat for the Lariat Section 7 subdivision – Precinct 2.

REGULAR AGENDA

24. Discuss, consider and take appropriate action regarding the August 1, 2023 Wellness Update.
25. Discuss, consider and take appropriate action to execute each of the following Symetra Life Insurance Company Certificate of Coverage documents changing the employee waiting period from sixty days first of the month following to thirty days first of the month following:
 - Symetra Life Insurance Policy Rider Certificate
 - Symetra Voluntary Long Term Disability Certificate of Coverage
 - Symetra Short Term Disability Certificate of Coverage
26. Discuss, consider and take appropriate action on moving position control numbers (PCN's) 0338, 1242, 1307, and 1246 from the B (Civilian) chart to the L (Law Enforcement) or C (Corrections) chart.
27. Discuss, consider and take appropriate action on compensation changes within the Williamson County Conservation Fund.
28. Discuss, consider, and take appropriate action on the billing structure for Non-County Dispatched agencies shared cost plan.
29. Discuss, consider and take appropriate action on an Interlocal for Dispatch and Technology Services between Williamson County and the Jarrell Independent School District.

30. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	\$154.00

31. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide RX Disc Card Program	\$154.00

32. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$1,775.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$1,775.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.361300	Interest, Investments	\$15,357.88
	0546.0000.367404	Animal Shelter Donations	\$41,755.33
	0546.0000.367440	Jane's Fund Donations	\$8,847.00
	0546.0000.367442	Play Yard Donations	\$280.00
	0546.0000.367443	Heart Worm Trmt Donations	\$6,244.69
	0546.0000.367445	SIT Team Donations	\$525.50

	0546.0000.367447	Animal Transport Donations	\$160.00
	0546.0000.367448	Kitten Care Donations	\$4,526.00
	0546.0000.370150	Sales of Pet Care Products	\$1,597.30

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	\$1,980.98
	0546.0546.003670	Use of Donations	\$51,785.29
	0546.0546.004100	Professional Services	\$10,972.12
	0546.0546.004105	Foster Home Care	\$5,613.18
	0546.0546.004231	Travel	\$198.43
	0546.0546.004232	Training	\$651.73
	0546.0546.004509	Facility Enhancements	\$347.26
	0546.0546.004975	Animal Medical Care	\$7,744.71

36. Discuss, consider and take appropriate action regarding the imposition or removal of optional fees for Calendar Year 2024 as authorized by the Texas Transportation Code, including the County Road and Bridge Fund fee, not to exceed \$10, and the Child Safety fee, not to exceed \$1.50, and the submission of the required notification form to the Texas Department of Motor Vehicles.
37. Discuss, consider and take appropriate action on approving a licensing agreement between the Department of Defense, Defense Health Agency and Williamson County EMS.
38. Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of (\$153,292.00) for Project 22IFB141 CR 258 Extension (Joe Bland Construction) P: 277 Funding Source: Road Bond.
39. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the On-Call Surveying Services contract between Williamson County and Austin Survey Company, L.L.C. dba Inland Geodetics relating to the 2019 Road Bond Program.
Project: As Needed. Fund Source: Road Bonds
40. Discuss, consider and take appropriate action on a real estate contract with William and Paradee Albrecht for 0.182 acres of right of way needed on the Hero Way project (Parcel 203). Funding Source: Road Bonds P326
41. Discuss, consider and take appropriate action on an Exchange Deed with Liberty Hill Independent School District for excess property previously acquired as part of the future Corridor F and Corridor I2 long range transportation plan projects. Funding Source: Bonds P461
42. Discuss, consider and take appropriate action on declaring a drainage easement on property owned by Williamson County and purchased for the future Corridor F and Corridor I2 long range transportation projects. Funding Source: Bonds P461

43. Discuss, consider and take appropriate action on a letter agreement with Duke Brad Williams for a 0.146 AC drainage easement needed for construction on the Hero Way project (Parcel 309D). Funding Source: Road Bonds P326
44. Discuss, consider and take appropriate action on a Global Rule 11 Settlement Agreement regarding parcels 2, 3, 4, 5, 6, 7, 48, 49 and 50 on the Liberty Hill Bypass project. Funding Source: Road Bonds P346
45. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.4262 acres and 0.4530 acres) required for the construction of the Ronald Reagan widening project. (TJS6, LLC/ Parcel 17) Funding Source: Road Bonds P336
46. Discuss, consider and take appropriate action on the 2023 Williamson County Citizens Bond Committee Recommendations regarding Infrastructure and whether to call a bond election for November 7, 2023.

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

47. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
 - A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

 - a) Discuss the acquisition of real property: 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 Ronald Reagan Widening.
 - 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
 - q) Discuss the acquisition of right of way for Bagdad Road/CR 279.
 - r) Discuss the acquisition of right of way for CR 314.
 - 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) 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

48. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

Business prospect(s) that may locate or expand within Williamson County.

- a) Project World
- b) Project Mellencamp
- c) Project Corgi
- d) Project Anniversary
- e) Project Glee
- f) Project Skyfall
- g) Project Stamper
- h) Project Soul Train
- i) Project Dragon

49. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per Section 551.071, Texas Government Code, "Consultation with Attorney"), including the following:

a. General:

1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.

b. Litigation:

1. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.
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-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
8. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas

9. 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
10. 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
11. 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
12. 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
13. 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
14. 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
15. 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
16. 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
17. 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
18. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
19. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas

c. Administrative Complaints:

1. EEOC Charge No. 451-2023-00766 - K.B.
2. USERRA Case No. TX-2023-00052-40-R

d. Claims:

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.

50. Discuss security assessments or deployments relating to information resources technology; network security information as described by Texas Gov't Code Section 2059.055(b); and/or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. (Executive Session as per Texas Gov't. Code § 551.089).
51. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).
52. 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).

53. Discuss and take appropriate action concerning economic development.
54. Discuss and take appropriate action concerning real estate.
55. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

a. General:

1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.

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16. 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
17. 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

18. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas

19. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas

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d. Claims:

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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.

- 56.** 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.
- 57.** Comments from Commissioners.
- 58.** Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 28th day of July 2023 at 11:30 A.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session

3.

Meeting Date: 08/01/2023

Line Item Transfer For Constable Pct. 1

Submitted By: Patrick Youngren, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Constable Pct. 1.

Background

Constable Pct. 1 is requesting two line item transfers. One will allow for the purchase of new body armor and carrier, the need for this purchase was unforeseeable and therefore not included in the current budget. The other is necessary to fund vehicle repairs and maintenance as a result unpredictable mechanical issues and cost increases.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0551.003900	MEMBERSHIP DUES	\$400.00
From	0100.0551.003901	PUBLICATIONS/BOOKS/PERIODICAL	\$600.00
From	0100.0551.003003	RADIO EQUIPMENT < \$5,000	\$200.00
From	0100.0551.003002	VEHICLE EQUIPMENT < \$5,000	\$100.00
From	0100.0551.003005	OFFICE FURNITURE < \$5,000	\$200.00
From	0100.0551.003311	UNIFORMS	\$1,700.00
To	0100.0551.003008	LAW ENFORCEMENT EQUIPMENT < \$5	\$1,500.00
To	0100.0551.004541	VEHICLE REPAIRS & MAINT	\$1,700.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Patrick Youngren

Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

07/24/2023 11:53 AM

07/27/2023 11:47 AM

Started On: 07/24/2023 10:37 AM

Commissioners Court - Regular Session

4.

Meeting Date: 08/01/2023

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 Computer Equipment in the amount of \$9,000.00 to Equipment to purchase a washer and dryer for the facility. The washer and dryer were previously approved in this year's budget, but the current purchase price is higher than the initial quotes received. This transfer will cover this unanticipated increased expense and allow us to move forward with purchasing the washer and dryer that is needed at the facility.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003010	Computer Equipment	\$9,000.00
To	0100.0576.005003	Equipment	\$9,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Denise Carlson

Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

07/27/2023 10:12 AM

07/27/2023 11:47 AM

Started On: 07/27/2023 09:50 AM

Commissioners Court - Regular Session

5.

Meeting Date: 08/01/2023

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 Landscape Services and Tools.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Services	\$22,500.00
To	0100.0509.004810	Landscape Services	\$15,000.00
To	0100.0509.003001	Tools & Equipment	\$7,500.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Gina Wrehsnig

Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

07/21/2023 03:37 PM

07/27/2023 11:47 AM

Started On: 07/20/2023 02:38 PM

Commissioners Court - Regular Session

6.

Meeting Date: 08/01/2023

Line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson

Submitted By: Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary because of recent federally-mandated commercial driver’s license training requirements.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005200	Right of Way	\$20,000.00
To	0200-0210-004232	Training, Conf., Seminars	\$20,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Murphy

Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

07/26/2023 09:08 AM

07/27/2023 11:52 AM

Started On: 07/25/2023 02:24 PM

Commissioners Court - Regular Session

7.

Meeting Date: 08/01/2023

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 title 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: 07/26/2023

Reviewed By

Laura Drewry

Becky Pruitt

Date

07/26/2023 11:00 AM

07/26/2023 03:36 PM

Started On: 07/26/2023 10:57 AM

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Fire Marshal Spec Ops-Hazmat	Special Operations Captain.1812.001100.	16485	\$76,098.32	\$3,804.92	5.00	\$79,903.24	-	MERIT	4-Aug-23

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0542	001100	3,804.92	
01	0100	0542	002010	291.08	
01	0100	0542	002020	591.28	
01	0100	8004	001130		3804.92
01	0100	8004	002010		291.08
01	0100	8004	002020		591.28

Commissioners Court - Regular Session

8.

Meeting Date: 08/01/2023

Donation to Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a donation to Williamson County Juvenile Services from St. Richards Episcopal Church in the amount of \$250.00 for School Supplies.

Background

St. Richard's Episcopal Church in Round Rock, TX has generously donated \$250.00 to Williamson County Juvenile Services for school supplies for youth(s) in our care.

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: Denise Carlson

Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Date

07/27/2023 11:10 AM

Started On: 07/27/2023 10:20 AM

Commissioners Court - Regular Session

9.

Meeting Date: 08/01/2023

Assets for Auction Monthly Report 8.1.23

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 7/01/2023 through 7/31/2023.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Assets for Auction Monthly Report 7.31.23

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 07/27/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

07/26/2023 04:08 PM

07/27/2023 08:56 AM

Started On: 07/11/2023 03:54 PM

*July 2023

Monthly Report

Court Date:

8/1/2023

Williamson County - Assets for Auction

Agenda #:

32038

Item	Serial Number	Quantity	Department
3 hp HVAC motor	Wolong Manuf. 460 amp	1	Building Maintenance
30 hp HVAC motor	Westinghouse	1	Building Maintenance
1.5 fan motor	Century Motors 3 amp	1	Building Maintenance
3 hp HVAC motor condenser	Marathon Electric HVAC	1	Building Maintenance
1.5 HVAC motor	Baldeer Relianter condenser	2	Building Maintenance
10 hp motor, 230 v	A.O. Smith 26.8 amp	2	Building Maintenance
1.5 HVAC motor	Century motors 460v	2	Building Maintenance
1/2 hp motor	Marathon motors 208v	2	Building Maintenance
1/3 hp HVAC condenser motor	U.S. motors 115v	1	Building Maintenance
1 hp HVAC motor	Trane 460v 1.8 amp	1	Building Maintenance
15 hp HVAC motor		1	Building Maintenance
Compressed air paint sprayer	Dayton 152430	2	Building Maintenance
Sony DVD Player	6651605	1	Corrections
Motorola Hand Microphone	HMN4104B	2	Corrections
Tactical Ear Gadets Comm Equipment		1	Corrections
Motorola Comm Port	NTN8819B	1	Corrections
Devon %Sp02 Monitor	XAZ00JG05325	1	Corrections
Optiplex 7060	7P5R0S2	1	Corrections
Optiplex 7060	7P1S0S2	1	Corrections
Optiplex 7060	BQS87X2	1	Corrections
Optiplex 7060	D6X8ZG2	1	Corrections
Optiplex 7060	BR1B7X2	1	Corrections
Optiplex 7060	BR547X2	1	Corrections
Optiplex 7060	BR747X2	1	Corrections
Optiplex 7060	H64Y7X2	1	Corrections
Optiplex 7060	83XSBM2	1	Corrections
Optiplex 7060	BQV47X2	1	Corrections
Optiplex 7060	BR487X2	1	Corrections
Optiplex 7060	BRD67X2	1	Corrections
Optiplex 7060	7V8HHV2	1	Corrections
Optiplex 7060	7V8HHV2 duplicate on form	1	Corrections
Optiplex 7060	BR847X2	2	Corrections
Optiplex 7050	83WPBM2	1	Corrections
Optiplex 7060	7NVQ0S2	1	Corrections
Optiplex 7060	BQT47X2	1	Corrections
Optiplex 7060	BR367X2	1	Corrections
Optiplex 7060	BRD77X2	1	Corrections
Optiplex 7060	BR977X2	1	Corrections
Optiplex 7060	BRD57X2	1	Corrections
Optiplex 7060	BRH47X2	1	Corrections
Optiplex 7060	BR387X2	1	Corrections
Optiplex 7060	BR087X2	1	Corrections
Optiplex 7060	BRG57X2	1	Corrections
Optiplex 7060	BRG57X2	1	Corrections
Optiplex 7060	BRB47X2	1	Corrections
Optiplex 7060	BQS97X2	1	Corrections
Optiplex 7060	BR987X2	1	Corrections
Optiplex 7060	BQT67X2	1	Corrections
Optiplex 7060	BR967X2	1	Corrections
Optiplex 7060	BRF57X2	1	Corrections
Optiplex 7060	BR277X2	1	Corrections
Optiplex 7060	BR267X2	1	Corrections
Optiplex 7060	BR267X2	1	Corrections
Optiplex 7060	BQX47X2	1	Corrections
Optiplex 7060	BR577X2	1	Corrections
Optiplex 7040	BR677X2	1	Corrections
Optiplex 7060	7V8HHV2	1	Corrections
Optiplex 7060	7P1S0S2	1	Corrections
Optiplex 7060	BR387X2	1	Corrections
Optiplex 7060	BRF57X2	1	Corrections
Optiplex 7060	?????X2	1	Corrections

Optiplex 7060	BR?47X2	1	Corrections
Optiplex 7050	83XSBM2	1	Corrections
Laerdal Compact Suction Unit 4	180305A0468	1	Corrections
Laerdal Compact Suction Unit 4	130228A0562	1	Corrections
Laerdal Compact Suction Unit 4	130228A0838	1	Corrections
Laerdal Compact Suction Unit 4	131028A0934	1	Corrections
Laerdal Compact Suction Unit 4	131028A1262	1	Corrections
Truetrack glucometer	6495114	1	Corrections
Truetrack glucometer	3545087	1	Corrections
Truetrack glucometer	8494109	1	Corrections
Truetrack glucometer	8609963	1	Corrections
Truetrack glucometer	8524464	1	Corrections
Agilent AED	402060471	1	Corrections
Cardiac Science Power Heart AED	40019060471	1	Corrections
Kodak PixPro AZ252	M021325197	1	Corrections
Sony DVD Player	2209657	1	Corrections
Sony DVD Player	6613464	1	Corrections
Truetrack glucometer	8524464	1	Corrections
Truetrack glucometer	3545058	1	Corrections
Truetrack glucometer	7095418	1	Corrections
Truetrack glucometer	8921020	1	Corrections
Truetrack glucometer	6180875	1	Corrections
Truetrack glucometer	6495192	1	Corrections
Vector Heater/Cooler	Barcode 00640	1	Corrections
Radioshack A/V Signal Sender		1	Corrections
AKC Reunite Proscan 700	193850260	1	Corrections
Brother TN-760 Toner Cartridge	MTTC20NCO08455FD00AYJ	1	Corrections
FingerPrint %Sp02 Monitor	AD06050026	1	Corrections
Small black MOLLE zipper pouch		1	Corrections
Kendall Safe-T-Vac Suction Catheter 14 Fr		30	Corrections
300mL Disposable Canister w/Tubing for Laerdal Compact Suction Unit 3 and 4		5	Corrections
Dell Keyboard - USB		1	Corrections
Sharp EL-2196BL Printer/Calculator	7D02619Y	1	Corrections
Canon imageFormula DR-C130 Printer	FW315046	1	Corrections
Small black zipper bag		1	Corrections
Sony HDR-CX440 Handycam	3236256	1	Corrections
Optiplex 760	DB4FDP1	1	Corrections
Optiplex 760	8NFVHK1	1	Corrections
Optiplex 760	8NCWHK1	1	Corrections
Optiplex 740	61MWWC1	1	Corrections
Optiplex 740	1CHJLC1	1	Corrections
Security Camera Equipment		7	Corrections
Inmate 8 oz Cups		800	Corrections
Juice Containers		21	Corrections
Push Carts		5	Corrections
Miscellaneous Kitchen Equipment		1	Corrections
Utility Fans		6	Corrections
Tables		10	Corrections
Sewing Machine		1	Corrections
Inmate Steel Tables		12	Corrections
Inmate Bunk Beds		45	Corrections
Humane Restraint Leg Brace		5	Corrections
10-8 Video Camera	BC3370	1	Corrections
Streamlight SL-20 Flashlight		3	Corrections
Leather Waist Shackles		2	Corrections
Hook and Loop Waist Shackles		2	Corrections
Ankle Shackles		2	Corrections
Inmate Food Trays		755	Corrections
Chairs		62	Corrections
Food Carts		4	Corrections
File Cabinet		20	Corrections
Inmate TVs		11	Corrections
Panasonic KC-S1045C Scanner	See List	3	County Auditor
Office Chairs		2	County Auditor

Stackable Desk Trays		9	County Auditor
Laptop Bag		1	County Auditor
Misc Laptop Chargers, Keyboards		4	County Auditor
Straight desk		1	Emergency Med Services
U-shaped desk w/hutch		1	Emergency Med Services
Metal 2-door cabinet		1	Emergency Med Services
small two drawer filing cabinet		2	Emergency Med Services
Office Chair		1	Emergency Med Services
Stacking letter trays		21	Emergency Med Services
Bulletin boards		4	Emergency Med Services
small shelf		1	Emergency Med Services
Two drawere file cabinet		1	Emergency Med Services
Small desk		1	Emergency Med Services
small hutch		1	Emergency Med Services
White board		1	Emergency Med Services
Dell Precision 3530 Laptop Computer With Charger	2WX6WT2	1	HazMat
Panasonic Toughbook	HZMT-9ATTC04468	1	HazMat
Metal Desk		1	Health District - County Purchased
Dell Latitude 5300 Wilco #16741	5BQKLW2	1	Information Systems
Bulletin Boards		2	JP 2
Electric Desk Riser		1	JP 2
Misc. box of office supplies		2	JP 2
Metal shelf		1	JP 2
File Cart		1	JP 2
Dell Latitude 3500	4WX2MW2	1	JP 2
SurfacePro	3799752653	1	JP 2
SurfacePro	3348352653	1	JP 2
iPad	SF9FSC1SZGHMP	1	JP 2
Dumo Business Card Scanner		1	JP 2
2019, Latitude 5590	See List	3	JP 4
2019, Latitude 3490	See List	9	JP 4
2019, Latitude 3390 2n1	F48K5P2, G48K5PS	2	JP 4
2017, Latitude 5289	6RN2FH2	1	JP 4
Dell Monitor	CN-OKW14V-74261-53Q-4D3B	1	Sheriff's Office
Dell Monitor	CN-OKW14V-74261-35Q-4YHB	1	Sheriff's Office
Dell Monitor	HTCFBC02	1	Sheriff's Office
Dell Monitor with speaker	CN-0CC280-71618-6A3-C732	1	Sheriff's Office
Dell Monitor with speaker	See List	1	Sheriff's Office
Canon Powershot A810	492064004490	1	Sheriff's Office
Pentax Optio Z10	4357248	1	Sheriff's Office
Canon Powershot A520	920152164	1	Sheriff's Office
Canon Powershot Elph	632061108567	1	Sheriff's Office
Canon Powershot Elph	832061013741	1	Sheriff's Office
Canon Powershot Elph	8720610018024	1	Sheriff's Office
Canon Powershot A810	492064004489	1	Sheriff's Office
Samsung L100	CJ41C90Q450008E	1	Sheriff's Office
Camer Cases		17	Sheriff's Office
Camera Battery Chargers		6	Sheriff's Office
Samsung L100	CJ41C90Q450029M	1	Sheriff's Office
Samsung L100	CJ41C90Q450024T	1	Sheriff's Office
Nikon Coolpix L11	30424917	1	Sheriff's Office
HP Photosmart	CN77YA324Q	1	Sheriff's Office
Canon Powershot A800	212060007627	1	Sheriff's Office
Tripplite 550 V UPS	2139AY0BC819701398	1	Sheriff's Office
Streamlight SL-20 Flashlights		17	Sheriff's Office
Streamlight Stinger Flaslights		7	Sheriff's Office
Black Load-Bearing Vest		1	Sheriff's Office
Dell Dimension Documentation Software Box		1	Sheriff's Office
Adaptec SCSI Cable and Software-No controller card	BB0D3510HPV	1	Sheriff's Office
Cortel Co Desk Phone	48044250890	1	Sheriff's Office
Wireless Transmitter/Receiver		1	Sheriff's Office
Stalker Radar	4404	1	Sheriff's Office
Stalker Radar	4405	1	Sheriff's Office
Stalker Basic Radar	61169	1	Sheriff's Office

Stalker Basic Radar	KE4478	1	Sheriff's Office
Dell Latitude E6540	GKHXN32	1	Sheriff's Office
Dell Latitude E5470	9QLDL72	1	Sheriff's Office
Dell Latitude	HVR23Q1	1	Sheriff's Office
Dell Latitude E6530	B16TXW1	1	Sheriff's Office
Dell Latitude	Wilco Tag C03088	1	Sheriff's Office
Dell Latitude E5540	43P7YY1	1	Sheriff's Office
Sony cybershot	6614748	1	Sheriff's Office
Canon Powershot Elph	632061108568	1	Sheriff's Office
Canon Powershot	642032005424	1	Sheriff's Office
Canon Powershot	62061001883	1	Sheriff's Office
Pentax Optio Z10	4350381	1	Sheriff's Office
Canon Powershot A520	929103109	1	Sheriff's Office
Pentax Optio Z10	4350483	1	Sheriff's Office
Samsung L100	CJ41C90Q450005D	1	Sheriff's Office
Samsung L100	CJ41C90Q779515Z	1	Sheriff's Office
Pentax Optio Z10	4350477	1	Sheriff's Office
Canon Powershot Elph	872061018025	1	Sheriff's Office
Pentax Optio Z10	4357245	1	Sheriff's Office
Samsung L100	CH41C90Q449987E	1	Sheriff's Office
Canon Powershot A540	2822249613	1	Sheriff's Office
HP Photosmart	CN77YA323D	1	Sheriff's Office
Nikon Coolpix L11	30424913	1	Sheriff's Office
Pentax Optio Z10	4357244	1	Sheriff's Office
Canon Powershot A81082	492040044	1	Sheriff's Office
Nikon Coolpix L30	30120319	1	Sheriff's Office
Canon Powershot A800	22062229746	1	Sheriff's Office
Canon Powershot A570	5022184854	1	Sheriff's Office
Canon Powershot A810	492064000487	1	Sheriff's Office
Neewer RL-18" LED Ring light	10048	1	Sheriff's Office
Sunpack Fieldmaster Camera Tripod		1	Sheriff's Office
Unlabeled Generic Tripods		1	Sheriff's Office
Motorcycle Helmet	Barcode 02761	1	Sheriff's Office
Shoei Motorcycle Helmet	041919-399A	1	Sheriff's Office
Gilson Brothers 5 speed tiller	51135-45938	1	Sheriff's Office
LG Portable DVD-RW	804HRRV058694	1	Sheriff's Office
TruSpeed LTI 20/20 LIDAR	TS000876	1	Sheriff's Office
Various Electronics Chargers and Cords		1	Sheriff's Office
L3 BodyVision Body Worn Camera	1041510022	1	Sheriff's Office
Canon Powershot A480	8326123502	1	Sheriff's Office
Nikon Coolpix L30	30120191	1	Sheriff's Office
Canon Selphy CP800 Printer	(21) 1001004113	1	Sheriff's Office
Dell Laser Printer	JOHX542	1	Sheriff's Office
Dell Laser Printer	798MQ42	1	Sheriff's Office
HP Colot Laser Printer	VNB3K23785	1	Sheriff's Office
Brother Fac Machine	U61325J6J635113	1	Sheriff's Office
Dell Monitor	31BCQB2	1	Sheriff's Office
Dell Monitor	JY4DR82	1	Sheriff's Office
Dell Monitor	91BCQB2	1	Sheriff's Office
Dell Monitor	GXYPT13	1	Sheriff's Office
Dell Monitor	SIN-CN-08VVND-74445-24Q-813B	1	Sheriff's Office
Dell Desktop	FH51G73	1	Sheriff's Office
Dell Desktop	2J61S33	1	Sheriff's Office
Dell Desktop	306ZCDZ	1	Sheriff's Office
Dell Desktop	9DX2M02	1	Sheriff's Office
Dell Desktop	40FZCD2	1	Sheriff's Office
Dell Desktop	BNZZSM2	1	Sheriff's Office
Black Rolling Chair		5	Sheriff's Office
Black Chairs (No Wheels)		6	Sheriff's Office
Grey chair (No Wheels)		1	Sheriff's Office
Grey Chair (With Wheels)		1	Sheriff's Office
Light Grey Chair		1	Sheriff's Office
Office Desk Chairs		2	Sheriff's Office
Bulk Fuel tank		1	United Road System

Light Duty Truck Transmission	1	United Road System
Heavy Duty Truck Transmission	1	United Road System
Lockers	24	United Road System
Grease Rack Tools	5	United Road System
Bumper Guard	1	United Road System
Grill Guard	1	United Road System
International Heavy Truck Hood	1	United Road System
Surveyors Pickup Bed Organizer and Cover	1	United Road System
Oil Drain Cart	1	United Road System
Assorted Propane Tanks	5	United Road System
4 Drawer Filing Cabinets	2	United Road System
2 Drawer Filing Cabinets	1	United Road System
Suspended Gas Fired Heater	1	United Road System
Suspended Electric Fired Heater	1	United Road System
Grill Guard for Pickup truck	1	United Road System

Asset Status Change

Title:	i:0#.f membership jeff.malcolm@wilco.org - 19-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	15 hp HVAC motor
1. Manufacturer ID #:	Century gold
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	Compressed air paint sprayer
2. Manufacturer ID #:	Dayton 152430
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 7/19/2023 11:41 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:	8/1/2023
Agenda Item:	32038

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 05-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Optiplex 7060
1. Manufacturer ID #:	BR?47X2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Optiplex 7050
2. Manufacturer ID #:	83XSBM2
2. Oracle Asset #:	204752
2. Condition of Assets:	Working
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 7/12/2023 10:28 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/12/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 05-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Optiplex 7060
1. Manufacturer ID #:	7V8HHV2
1. Oracle Asset #:	220027
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Optiplex 7060
2. Manufacturer ID #:	7P1S0S2
2. Oracle Asset #:	215076
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Optiplex 7060
3. Manufacturer ID #:	BR387X2
3. Oracle Asset #:	226116
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Optiplex 7060
4. Manufacturer ID #:	BRF57X2
4. Oracle Asset #:	226095
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Optiplex 7060
5. Manufacturer ID #	?????X2
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:28 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/12/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 07-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Laerdal Compact Suction Unit 4
1. Manufacturer ID #:	180305A0468
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Laerdal Compact Suction Unit 4
2. Manufacturer ID #:	130228A0562
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Laerdal Compact Suction Unit 4
3. Manufacturer ID #:	130228A0838
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Laerdal Compact Suction Unit 4
4. Manufacturer ID #:	131028A0934
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Laerdal Compact Suction Unit 4
5. Manufacturer ID #	131028A1262
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 7/12/2023 10:27 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/12/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 07-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Truetrack Glucometer
1. Manufacturer ID #:	6495114
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Truetrack Glucometer
2. Manufacturer ID #:	3545087
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Truetrack Glucometer
3. Manufacturer ID #:	8494109
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Truetrack Glucometer
4. Manufacturer ID #:	08609963
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Truetrack Glucometer
5. Manufacturer ID #	8524464
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:26 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/12/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 07-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Agilent AED
1. Manufacturer ID #:	0402060471
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Cardiac Science Power Heart AED
2. Manufacturer ID #:	40019060471
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Kodak PixPro AZ252
3. Manufacturer ID #:	M021325197
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Sony DVD Player
4. Manufacturer ID #:	2209657
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Sony DVD Player
5. Manufacturer ID #	6613464
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:27 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/12/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 07-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Truetrack Glucometer
1. Manufacturer ID #:	8524464
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Truetrack Glucometer
2. Manufacturer ID #:	3545058
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Truetrack Glucometer
3. Manufacturer ID #:	7095418
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Truetrack Glucometer
4. Manufacturer ID #:	08921020
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Truetrack Glucometer
5. Manufacturer ID #	6180875
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:26 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/12/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 07-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Truetrack Glucometer
1. Manufacturer ID #:	6495192
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Vector Heater/Cooler
2. Manufacturer ID #:	Barcode 00640
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Radioshack A/V Signal Sender
3. Manufacturer ID #:	No S/N
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	AKC Reunite Proscan 700
4. Manufacturer ID #:	193850260
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	Brother TN-760 Toner Cartridge
5. Manufacturer ID #	MTTC20NC008455FD00AYJ
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:26 AM
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Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/12/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 07-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	FingerPrint %SpO2 Monitor
1. Manufacturer ID #:	AD06050026
1. Oracle Asset #:	42690
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Small black MOLLE zipper pouch
2. Manufacturer ID #:	No S/N
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	30
3. Description:	Kendall Safe-T-Vac Suction Catheter 14 Fr
3. Manufacturer ID #:	No S/N
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	5
4. Description:	300mL Disposable Canister with Tubing for Laerdal Compact Suction Unit 3 and 4
4. Manufacturer ID #:	No S/N
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:25 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:	8/1/2023
Agenda Item:	32038

Asset(s) delivered to warehouse on:	7/12/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 07-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Keyboard - USB
1. Manufacturer ID #:	No S/N
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Sharp EL-2196BL Printer/Calculator
2. Manufacturer ID #:	7D02619Y
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Canon imageFormula DR-C130 Printer
3. Manufacturer ID #:	FW315046
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Small black zipper bag
4. Manufacturer ID #:	No S/N
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Sony HDR-CX440 Handycam
5. Manufacturer ID #	3236256
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:25 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/12/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 07-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Optiplex 760
1. Manufacturer ID #:	DB4FDP1
1. Oracle Asset #:	56004
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Optiplex 760
2. Manufacturer ID #:	8NFVHK1
2. Oracle Asset #:	53235
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Optiplex 760
3. Manufacturer ID #:	8NCWHK1
3. Oracle Asset #:	53248
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Optiplex 740
4. Manufacturer ID #:	61MWWC1
4. Oracle Asset #:	43998
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Optiplex 740
5. Manufacturer ID #	1CHJLC1
5. Oracle Asset #	43736
5. Condition of Assets	Working
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:28 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/12/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 12-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	7
1. Description:	Security Camera Equipment
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	800
2. Description:	Inmate 8oz Cups
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	21
3. Description:	Juice Containers
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	5
4. Description:	Push Carts
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Miscellaneous Kitchen Equipment
5. Manufacturer ID #	N/A
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 7/12/2023 10:23 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:	8/1/2023
Agenda Item:	32038

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 12-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	6
1. Description:	Utility Fans
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	10
2. Description:	Tables
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Sewing Machine
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	12
4. Description:	Inmate Steel Tables
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	45
5. Description	Inmate Bunk Beds
5. Manufacturer ID #	N/A
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:23 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:	8/1/2023
Agenda Item:	32038

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 12-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	Humane Restraint Leg Brace
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 7/13/2023 7:38 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/18/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 12-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	10-8 Video Camera
1. Manufacturer ID #:	BC3370
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	3
2. Description:	Streamlight SL-20 Flashlight
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	2
3. Description:	Leather Waist Shackles
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	2
4. Description:	Hook and Loop Waist Shackles
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	2
5. Description	Ankle Shackles
5. Manufacturer ID #	N/A
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Non-Working
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	 Pat Erickson 7/12/2023 10:36 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/18/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 12-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	755
1. Description:	Inmate Food Trays
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	62
2. Description:	Chairs
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	4
3. Description:	Food Carts
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	20
4. Description:	File Cabinet
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	11
5. Description	Inmate TVs
5. Manufacturer ID #	N/A
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Non-Working
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:19 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:	8/1/2023
Agenda Item:	32038

Asset Status Change

Asset Status Change

Title:	i:0#.f membership jessica.toothman@wilco.org - 18-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Two drawer file cabinet
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Small desk
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	small hutch
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	White board
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Jessica Toothman
Transferring Dept. Contact Ph#:	512-943-1283
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jessica Toothman 7/18/2023 1:59 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/19/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership david.cella@wilco.org - 09-03-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Precision 3530 Laptop Computer With Charger
1. Manufacturer ID #:	2WX6WT2
1. Oracle Asset #:	221081
1. Condition of Assets:	Working
Transferring Dept.:	HazMat
Transferring Dept. Contact Person	David Cella
Transferring Dept. Contact Ph#:	5129433698
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Hank Jones 7/21/2023 1:42 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	8/1/2023
Agenda Item:	32038

Asset Status Change

Asset Status Change

Title:	i:0#.f membership david.cella@wilco.org - 12-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic Toughbook
1. Manufacturer ID #:	HZMT-9ATTC04468
1. Oracle Asset #:	219068
1. Condition of Assets:	Working
Transferring Dept.:	HazMat
Transferring Dept. Contact Person	David Cella
Transferring Dept. Contact Ph#:	5129433698
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Hank Jones 7/21/2023 1:41 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:	8/1/2023
Agenda Item:	32038

Asset Status Change

Asset Status Change

Title:	i:0#.f membership debrah.vargas@wilco.org - 15-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Metal Desk
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Debbie Vargas
Transferring Dept. Contact Ph#:	512-248-3271
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michelle Broddrick 7/14/2023 8:06 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:	8/1/2023
Agenda Item:	32038

Asset Status Change

Asset Status Change

Title:	i:0#.f membership sarina.gonzalez@wilco.org - 12-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5300 Wilco #16741
1. Manufacturer ID #:	5BQKLW2
1. Oracle Asset #:	238362
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 7/12/2023 2:31 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/12/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership sfriedman@wilco.org - 22-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 3500
1. Manufacturer ID #:	4WX2MW2
1. Oracle Asset #:	240439
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	SurfacePro
2. Manufacturer ID #:	003799752653
2. Oracle Asset #:	145319
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	SurfacePro
3. Manufacturer ID #:	003348352653
3. Oracle Asset #:	145321
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	iPad
4. Manufacturer ID #:	SF9FSC1SZGHMP
4. Oracle Asset #:	175571
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dymo Business Card Scanner
5. Manufacturer ID #	No Number
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE 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:	✔ Melissa East 7/12/2023 8:58 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/13/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership vbolander@wilco.org - 24-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	2019, Latitude 5590
1. Manufacturer ID #:	3CM6VT2, 49K2VT2, FY9BVT2
1. Oracle Asset #:	224146, 224147, 224148
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	9
2. Description:	2019, Latitude 3490
2. Manufacturer ID #:	7T7T1W2, 7V7T1W2, 8NPS1W2, 5QPS1W2, FW7T1W2, 3LPS1W2, GPPS1W2, HT7T1W2, FRPS1W2
2. Oracle Asset #:	224138, 224139, 224140, 224137, 224142, 224136, 224143, 224144, 224141
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	2
3. Description:	2019, Latitude 3390 2-in-1
3. Manufacturer ID #:	F48K5P2, G48K5PS
3. Oracle Asset #:	218050,218051
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	2017, Latitude 5289
4. Manufacturer ID #:	6RN2FH2
4. Oracle Asset #:	193705
4. Condition of Assets:	Unknown
Transferring Dept.:	Justice of the Peace 4
Transferring Dept. Contact Person	Veronica Bolander
Transferring Dept. Contact Ph#:	512-352-4106
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	 Veronica Bolander 7/24/2023 11:25 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:	8/1/2023
Agenda Item:	32038

Asset(s) delivered to warehouse on:	7/24/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 07-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Tripplite 550 VA UPS
1. Manufacturer ID #:	2139AY0BC819701398
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	17
2. Description:	Streamlight SL-20 Flashlights
2. Manufacturer ID #:	No S/N
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	7
3. Description:	Streamlight Stinger Flaslights
3. Manufacturer ID #:	No S/N
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Black Load-Bearing Vest
4. Manufacturer ID #:	No S/N
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Dimension Documentation and Software Box
5. Manufacturer ID #	No S/N
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:24 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/12/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 07-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Adaptec SCSI Cable and Software - No Controller Card
1. Manufacturer ID #:	BB0D3510HPV
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Cortel Co Desk Phone
2. Manufacturer ID #:	048044250890
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Wireless Transmitter and Receiver - MaxSur ASDG31 Encrypted Line Level Audio Link
3. Manufacturer ID #:	No S/N, multiple parts
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Stalker Radar
4. Manufacturer ID #:	4404
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Stalker Radar
5. Manufacturer ID #	4405
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	 Pat Erickson 7/12/2023 10:24 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/12/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 07-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Stalker Basic Radar
1. Manufacturer ID #:	61169
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Stalker Basic Radar
2. Manufacturer ID #:	KE4478
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude E6540
3. Manufacturer ID #:	GKHXN32
3. Oracle Asset #:	119284
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude E5470
4. Manufacturer ID #:	9QLDL72
4. Oracle Asset #:	153337
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dell Latitude
5. Manufacturer ID #	HVR23Q1
5. Oracle Asset #	57335
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:23 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/12/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 07-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude E6530
1. Manufacturer ID #:	B16TXW1
1. Oracle Asset #:	65512
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude
2. Manufacturer ID #:	Wilco IT Tag C03088 / SN Unreadable
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude E5540
3. Manufacturer ID #:	43P7YY1
3. Oracle Asset #:	77333
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Sony Cybershot
4. Manufacturer ID #:	6614748
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Canon Powershot Elph
5. Manufacturer ID #	632061108568
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:22 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/12/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 07-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Canon Powershot
1. Manufacturer ID #:	642032005424
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Canon Powershot
2. Manufacturer ID #:	062061001883
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Pentax Optio Z10
3. Manufacturer ID #:	4350381
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Canon Powershot A520
4. Manufacturer ID #:	0929103109
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Pentax Optio Z10
5. Manufacturer ID #	4350483
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:22 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/12/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 07-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Samsung L100
1. Manufacturer ID #:	CJ41C90Q450005D
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Samsung L100
2. Manufacturer ID #:	CJ41C90Q779515Z
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Pentax Optio Z10
3. Manufacturer ID #:	4350477
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Canon Powershot Elph
4. Manufacturer ID #:	872061018025
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Pentax Optio Z10
5. Manufacturer ID #	4357245
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:22 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/12/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 07-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Samsung L100
1. Manufacturer ID #:	CJ41C90Q449987E
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Canon Powershot A540
2. Manufacturer ID #:	2822249613
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	HP Photosmart
3. Manufacturer ID #:	CN77YA323D
3. Oracle Asset #:	45301
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Nikon Coolpix L11
4. Manufacturer ID #:	30424913
4. Oracle Asset #:	45477
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Pentax Optio Z10
5. Manufacturer ID #	4357244
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:21 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/12/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 07-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Canon Powershot A81082
1. Manufacturer ID #:	4920640044
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Nikon Coolpix L30
2. Manufacturer ID #:	30120319
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Canon Powershot A800
3. Manufacturer ID #:	22060009746
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Canon Powershot A570
4. Manufacturer ID #:	5022184854
4. Oracle Asset #:	46231
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Canon Powershot A810
5. Manufacturer ID #	492064000487
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:21 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/12/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 07-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Canon Powershot A810
1. Manufacturer ID #:	492064004490
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Pentax Optio Z10
2. Manufacturer ID #:	4357248
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Canon Powershot A520
3. Manufacturer ID #:	0920152164
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Canon Powershot Elph
4. Manufacturer ID #:	632061108567
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Canon Powershot Elph
5. Manufacturer ID #	832061013741
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:20 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/12/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 07-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Canon Powershot ELPH
1. Manufacturer ID #:	8720610018024
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Canon Powershot A810
2. Manufacturer ID #:	492064004489
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Samsung L100
3. Manufacturer ID #:	CJ41C90Q450008E
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	17
4. Description:	Camer Cases
4. Manufacturer ID #:	No S/N
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	6
5. Description	Camera Battery Chargers
5. Manufacturer ID #	No S/N
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:20 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/12/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 07-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Samsung L100
1. Manufacturer ID #:	CJ41C90Q450029M
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Samsung L100
2. Manufacturer ID #:	CJ41C90Q450024T
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Nikon Coolpix L11
3. Manufacturer ID #:	30424917
3. Oracle Asset #:	45473
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	HP Photosmart
4. Manufacturer ID #:	CN77YA324Q
4. Oracle Asset #:	45296
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Canon Powershot A800
5. Manufacturer ID #	212060007627
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:20 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/12/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 07-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Neewer RL-18" LED Ring Light
1. Manufacturer ID #:	10048
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Sunpack Fieldmaster Camera Tripod
2. Manufacturer ID #:	No S/N
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Unlabeled Generic Tripod
3. Manufacturer ID #:	No S/N
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Motorcycle Helmet
4. Manufacturer ID #:	Barcode 02761
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Shoei Motorcycle Helmet
5. Manufacturer ID #	041919-399A
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:24 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/12/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership mjohnson@wilco.org - 12-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Gilson Brothers 5 speed tiller
1. Manufacturer ID #:	51135-45938
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. 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:	✓ Pat Erickson 7/12/2023 10:18 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:	8/1/2023
Agenda Item:	32038

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 12-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	LG Portable DVD-RW
1. Manufacturer ID #:	804HRRV058694
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	TruSpeed LTI 20/20 LIDAR
2. Manufacturer ID #:	TS000876
2. Oracle Asset #:	46989
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Various Electronics Chargers and Cords
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 7/12/2023 10:36 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/18/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 12-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	L3 BodyVision Body Worn Camera
1. Manufacturer ID #:	1041510022
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Canon Powershot A480
2. Manufacturer ID #:	8326123502
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Nikon Coolpix L30
3. Manufacturer ID #:	30120191
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Canon Selphy CP800 Printer
4. Manufacturer ID #:	(21)1001004113
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Description	Brother Pocket Jet 3
5. Manufacturer ID #	U62280-B0T112764
5. Oracle Asset #	NOT FOUND IN ORACLE
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:35 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/18/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 12-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Laser Printer
1. Manufacturer ID #:	JOHX542
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Laser Printer
2. Manufacturer ID #:	798MQ42
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	HP Color Laser Printer
3. Manufacturer ID #:	VNB3K23785
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Brother Fac Machine
4. Manufacturer ID #:	U61325J6J635113
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:19 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/12/2023

Asset Status Change

Title:	i:0#.f membership amanda.hisbrook@wilco.org - 17-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Monitor
1. Manufacturer ID #:	31BCQB2
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Monitor
2. Manufacturer ID #:	JY4DR82
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Monitor
3. Manufacturer ID #:	91BCQB2
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Monitor
4. Manufacturer ID #:	GXYPT13
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Monitor
5. Manufacturer ID #	SIN-CN-08VVND-74445-24Q-813B
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Amanda Hisbrook
Transferring Dept. Contact Ph#:	512-943-1624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	 Craig gripentorg 7/17/2023 3:45 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/18/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership amanda.hisbrook@wilco.org - 17-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Desktop
1. Manufacturer ID #:	FH51G73
1. Oracle Asset #:	253721
1. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Amanda Hisbrook
Transferring Dept. Contact Ph#:	512-943-1624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Craig gripentorg 7/17/2023 3:44 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/18/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership amanda.hisbrook@wilco.org - 17-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Desktop
1. Manufacturer ID #:	2J61S33
1. Oracle Asset #:	241363
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Desktop
2. Manufacturer ID #:	306ZCDZ
2. Oracle Asset #:	159464
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Desktop
3. Manufacturer ID #:	9DX2M02
3. Oracle Asset #:	82242
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Desktop
4. Manufacturer ID #:	40FZCD2
4. Oracle Asset #:	163546
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dell Desktop
5. Manufacturer ID #	BNZZSM2
5. Oracle Asset #	205687
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Amanda Hisbrook
Transferring Dept. Contact Ph#:	512-943-1624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	 Craig gripentorg 7/17/2023 3:45 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/18/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership amanda.hisbrook@wilco.org - 17-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	Black Rolling Chair
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	6
2. Description:	Black Chairs (No wheels)
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Grey chair (No Wheels)
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Grey Chair (With wheels)
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Light Grey Chair
5. Manufacturer ID #	N/A
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Amanda Hisbrook
Transferring Dept. Contact Ph#:	512-943-1624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ James D. Carmona 7/17/2023 3:25 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:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/18/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership starlahall@wilco.org - 21-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Office Desk Chairs
1. Oracle Asset #:	NOT FOUND IN ORACLE
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:	✓ James D. Carmona 7/21/2023 1:52 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	8/1/2023
Agenda Item:	32038
Asset(s) delivered to warehouse on:	7/24/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership gthoene@wilco.org - 11-07-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Grill Guard for Pickup truck
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Gary Thoene
Transferring Dept. Contact Ph#:	512-943-3735
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kelly Murphy 7/14/2023 1:44 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:	8/1/2023
Agenda Item:	32038

Asset Status Change

Commissioners Court - Regular Session

10.

Meeting Date: 08/01/2023

Assets for Destruction Monthly Report 8.1.23

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 7/01/2023 through 7/31/2023.

Background

Please see the attached list for details.

Fiscal Impact

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

Attachments

Assets for Destruction Monthly Report 7.31.23

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 07/27/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

07/26/2023 04:08 PM

07/27/2023 08:57 AM

Started On: 07/11/2023 03:54 PM

"July 2023

Monthly Report

Court Date:

8/1/2023

Williamson County - Assets for Destruction

Agenda #:

32039

Item	Serial Number	Quantity	Department
Chairs		47	Corrections

Asset Status Change

Title:	i:0#.f membership daniel.riley@wilco.org - 12-07-2023
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	47
1. Description:	Chairs
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	512-943-1324
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/12/2023 10:27 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Destruction
Court Date:	8/1/2023
Agenda Item:	32039

Asset Status Change

Commissioners Court - Regular Session

11.

Meeting Date: 08/01/2023

Assets for Transfer Monthly Report 8.1.23

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 7/01/2023 through 7/31/2023.

Background

Please see the attached list for details.

Fiscal Impact

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

Attachments

Assets for Transfer Monthly Report 7.31.23

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 07/27/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

07/26/2023 04:08 PM

07/27/2023 08:58 AM

Started On: 07/11/2023 03:55 PM

*July 2023

Monthly Report

Court Date:

8/1/2023

Williamson County - Assets for Transfer

Agenda #:

32041

Item	Serial Number	Quantity	From Department	To Department
Apple iPad Pro 12.9	See List	5	Building Maintenance	HazMat
iPad tough cover w/kickstand/handgrip		5	Building Maintenance	HazMat
iPad detachable shoulder strap		4	Building Maintenance	HazMat
iPad USB charging cable		2	Building Maintenance	HazMat
Dell Latitude 5330 2n1	FRXT9S3	1	County Judge	Information Systems
Dell Latitude 5340 2n1	7HN7YW3	1	Information Systems	County Judge

Asset Status Change

Title:	i:0#.f membership gwrehsnig@wilco.org - 21-07-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Capital Asset (greater than \$5000)
1. Quantity (Mandatory):	5
1. Description:	Apple iPad Pro 12.9"
1. Manufacturer ID #:	DMPDQ0B1PV1R, DMPDQ0GRPV1R, DMPDQ0H0PC1R, DMPDQ0SLPV1R, DMPDQ14QPV1R
1. Oracle Asset #:	251591, 251592, 251593, 251594, 251595
1. Condition of Assets:	Working
2. Quantity (Mandatory):::	5
2. Description:	iPad tough cover w/kickstand and hand grip
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	4
3. Description:	iPad detachable shoulder strap
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	iPad USB charging cable
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
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:	 Gina Wrehsnig 7/21/2023 1:16 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	
Receiving Dept.	HazMat
Receiving Department Contact Person:	Hank Jones
Receiving Dept. Contact Ph#:	512-943-3679
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Hank Jones
Receiving Dept. - Elected Offic./Dept. Head/Auth Staff Signature:	 Hank Jones 7/21/2023 1:35 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	8/1/2023

Asset Status Change

Title:	i:0#.f membership julie.schultz@wilco.org - 21-07-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5330 2n1
1. Manufacturer ID #:	FRXT9S3
1. Oracle Asset #:	298746
1. Condition of Assets:	Working
5. Quantity (Mandatory):	1
Transferring Dept.:	County Judge
Transferring Dept. Contact Person	Andrea Schiele
Transferring Dept. Contact Ph#:	512-943-1577
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Andrea L. Schiele 7/21/2023 11:46 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Information Systems
Receiving Department Contact Person:	Julie Schultz
Receiving Dept. Contact Ph#:	512-943-1450
Receiving Dept. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Julie Schultz 7/21/2023 11:47 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	8/1/2023
Agenda Item:	32041

Asset Status Change

Asset Status Change

Title:	i:0#.f membership julie.schultz@wilco.org - 21-07-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5340 2n1
1. Manufacturer ID #:	7HN7YW3
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Schultz 7/21/2023 11:37 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	County Judge
Receiving Department Contact Person:	Andrea Schiele
Receiving Dept. Contact Ph#:	512-943-1577
Receiving Dept. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Andrea L. Schiele 7/21/2023 11:45 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	8/1/2023
Agenda Item:	32041

Asset Status Change

Commissioners Court - Regular Session

12.

Meeting Date: 08/01/2023

Hill Country Dog Center K9 Ellie

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement between Williamson County and Hill Country Dog Center, LLC relating to the exchange between the parties of two Law Enforcement K9s for the Williamson County Sheriff's Office.

Background

Williamson County purchased a Law Enforcement K9 named K9 Samson from the Hill Country Dog Center, LLC ("HCDC") to serve in the line of duty for the Williamson County Sheriff's Office ("WCSO"). The HCDC and WCSO have now determined that a different K9 named K9 Ellie would better serve and suit the needs of the WCSO. HCDC will be accepting the return of K9 Samson and will provide the WCSO with K9 Ellie at no cost to the county.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Hill Country Dog Center Exchange Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 07/24/2023

Reviewed By

Becky Pruitt

Date

07/24/2023 11:57 AM

Started On: 07/24/2023 11:29 AM

**AGREEMENT BETWEEN
WILLIAMSON COUNTY
AND
HILL COUNTRY DOG CENTER, LLC**

THIS AGREEMENT (hereinafter “Agreement”) 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 **Hill Country Dog Center, LLC** (hereinafter “HCDC”), a Texas Limited Liability Company, both of which are referred to herein as the Parties.

RECITALS

WHEREAS, County purchased a Law Enforcement K9 named K9 Samson from HCDC to serve in the line of duty for the Williamson County Sheriff’s Office (“WCSO”); and

WHEREAS, the Parties have now determined that a different K9 named K9 Ellie would better serve and suit the needs of the WCSO;

WHEREAS, HCDC has now agreed to accept the return of K9 Samson and provide the WCSO with K9 Ellie at no charge; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I.

Agreement: Following the complete execution of this Agreement, County hereby agrees to assign, transfer, and deliver K9 Samson unto HCDC and, in consideration of County’s return of said K9, HCDC hereby agrees to assign, transfer and deliver unto the County K9 Ellie to be used in the line of duty by the WCSO.

II.

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

III.

Consideration: County and HCDC agree that the exchange of the K9s subject of this Agreement is mutually and equally beneficial to each party and that such even exchange shall serve as adequate consideration to each party.

IV.

Entire Agreement: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

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

WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: _____, 20____

HILL COUNTRY DOG CENTER, LLC:



Authorized Signature

Michael Clemenson

Printed Name

Date: July _____ 21, 2023

Commissioners Court - Regular Session

13.

Meeting Date: 08/01/2023

Strategic Plan

Submitted For: Valerie Covey

Submitted By: Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Strategic Plan and Implementation Plan update.

Background

This is an update for the court and community on the first round of implementation meetings.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Strategic Plan

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Date

07/27/2023 11:34 AM

Started On: 07/27/2023 11:00 AM



WILLIAMSON COUNTY STRATEGIC PLAN REPORT

VISION

We are a friendly, safe and healthy county; with endless opportunities, strong community investment, thriving families and prospering businesses.

MISSION

Our Mission is to provide excellent customer service while executing strategic, financially sustainable core services that promote a healthy, safe and prosperous County.

KEY GOAL 	KEY GOAL 	KEY GOAL 
<p>Integrate policies to ensure financial stability and sustainability across all services</p> <p>The Finance Team has created a draft document to better establish the financial impacts of programs and services.</p> <p>The questionnaire will collect data that will allow for accurate financial projections regarding the revenue and expenditures associated with growth including residential, commercial and industrial.</p>	<p>Enhanced services and systems to support a safe community</p> <p>The Safety Team has established a Justice Services Working Group.</p> <p>The Group will be meeting monthly and has begun creating the format and key questions to establish a long range plan for justice services.</p>	<p>Commit to state-of-the-art technological solutions for improved customer service</p> <p>A firm has been selected to begin the work on replacing the Oracle system.</p> <p>A fiber study has been completed.</p> <p>Work has been started on the proposals for a new public safety system software.</p> <p>A technology liaison program is in place to help with training and education County wide.</p>



WILLIAMSON COUNTY STRATEGIC PLAN REPORT

VISION

We are a friendly, safe and healthy county; with endless opportunities, strong community investment, thriving families and prospering businesses.

MISSION

Our Mission is to provide excellent customer service while executing strategic, financially sustainable core services that promote a healthy, safe and prosperous County.

KEY GOAL 	KEY GOAL 	KEY GOAL 	KEY GOAL 
<p>Lead a collaborative partnership to plan for and fund growth and development</p> <p>The team is working on a catalog of services and infrastructures utilized by cities, which will help identify cost sharing opportunities.</p> <p>Work with EDO is continuing to update economic development policies, the website, and communication.</p> <p>Based on the legislative session, updates will be recommended to fee structures.</p>	<p>Adopt and implement long range master plans to address growth and sustainability</p> <p>The team has a draft standardized template document to use for the ultimate build out master planning conversations.</p> <p>A full list of all properties, facilities and land has been created, including the use of those facilities.</p> <p>A CIP review meeting has been set for September.</p>	<p>Enhance communication strategy to build stronger relationships internally and externally</p> <p>The new website, to include a section for online services, will be live in July.</p> <p>Share Point will be the base for all internal communications, which will include print, video, podcast, and emails.</p> <p>A community wide survey will be requested as part of the budget process.</p>	<p>Develop and implement a culture where Williamson County is the employer of choice</p> <p>An engagement process with staff about core values is being designed, will include a survey and engagement opportunities.</p> <p>Research about onboarding has been completed.</p> <p>A policy management and update system is now in place.</p>

Commissioners Court - Regular Session

14.

Meeting Date: 08/01/2023

Approval of Blanket Purchase for Fuel Cards from Fuelman Fuel Cards for Sheriff's Office

Submitted For: Joy Simonton

Submitted By: Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a blanket purchase order for fuel to Fuelman Fuel Cards in the amount of \$100,000.00 pursuant to Omnia Partners co-op contract #R211101.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. The blanket purchase order will encumber funds for the fourth quarter of the fiscal year for the Fuelman Fuel Cards, the system used for Sheriff's Office employees to buy fuel. This expenditure will be charged to 01.0100.0560.003301 as per FY23 budget. Department contact is Chief Pat Erickson.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Misty Brooks
Final Approval Date: 07/27/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

07/26/2023 04:53 PM
07/27/2023 09:00 AM
Started On: 07/20/2023 09:39 AM

Commissioners Court - Regular Session

15.

Meeting Date: 08/01/2023

Approval of Purchase for MCCI Q-28016 KIL Annual Laserfiche Subriptions from MCCI for Information Services

Submitted For: Joy Simonton

Submitted By: Koren Shannon, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Agreement #2023250 between Williamson County and MCCI, for (15) Laserfiche Annual Software Subscriptions in the amount of \$3,375.00, pursuant to BuyBoard contract #625-20, and authorizing the execution of the agreement.

Background

Information Services, Legal and Contract Audit have reviewed this agreement. The Original Agreement for MCCI was approved and signed by Commissioner Court on 01/04/2011. Funding source is 01.0100.0503.004505 as per FY23 budget. The department point of contact is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Original Agreement for MCCI signed and approved by cc 01/04/2011

Redacted MCCI Quote and Addendum

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Koren Shannon
Final Approval Date: 07/27/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

07/27/2023 10:46 AM
07/27/2023 11:08 AM
Started On: 07/17/2023 01:28 PM



CORPORATE OFFICE

Sales Department
PO Box 2235 • Tallahassee, Florida 32316
(800) 342-2633 • FAX (850) 701-0715

RUSSELL HADDOCK

Senior Account Executive (TX, LA, OK, MO, CO, NM, and KS)
7940 Park Ridge Drive Fort Worth, TX 76137
(817) 788-1102 • rhaddock@mccinnovations.com

November 18, 2010

Mike Hall
IT
County Courthouse
Georgetown, Texas 78628

Dear Mr. Hall:

I enjoyed speaking with you recently regarding the Laserfiche software. Pursuant to our discussion we are pleased to enclose our Professional Services Proposal. While reviewing the proposal please keep in mind the following advantages of being a customer of MCCI:

- **MCCI is the #1 ranked Laserfiche VAR** – For the past two years, MCCI was ranked as the #1 Laserfiche VAR in the United States.
- **MCCI focuses on local governments**- MCCI was created by Municipal Code Corporation to focus on innovative technologies for Local Government. MCCI provides Laserfiche software and services to more than 400 cities and counties.
- **MCCI offers superior project management services**- MCCI utilizes a multi-layered support team geared towards offering each client multiple contacts to enhance the usage of every product implemented. In addition, all MCCI technicians have advanced professional certifications and are committed to ethical, effective and friendly support.
- **MCCI offers superior support**- MCCI offers support through our help desk, email, and toll free number, and we also have a phenomenal online support center that gives end users access to training manuals, “how to” checklists, training videos, a knowledge base, and software updates.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me on our toll-free number. We appreciate your interest and hope that we will have the pleasure of working with you and serving Williamson County, Texas.

Sincerely,

Russell Haddock
Senior Account Executive

Executive Summary

Laserfiche has been a resource for over 21,000 organizations since 1987. Laserfiche creates elegant document management solutions that help organizations run smarter. Dedication to customer-driven innovations has built a suite of products and services that address organization-wide business problems from executive, records management, and information technology and end-user perspectives.

Laserfiche is a unified solution that manages all your organization's documents and records, regardless of location or media. Laserfiche strikes a balance between security and accessibility, protecting information while providing efficient access to keep staff working at maximum productivity. Please keep in mind the following competitive advantages of Laserfiche:

- **Digital Archiving-** Digital archiving is the storage of paper and electronic documents in accessible electronic media with long-term preservation capability. It is cost effective because it saves physical storage space and it cuts media maintenance costs. Original documents can be stored off-site or destroyed as necessary. This simplifies the disaster recovery process by allowing you to backup documents on digital media and stores them off-site.
- **Comprehensive Security-** Laserfiche Comprehensive Security allows you to control the security of your documents on many levels. You determine what functions, such as scanning and printing, each staff member may use. Security features are easy to administer, records managers can administer most security functions without IT staff assistance.
- **User Friendly-** Laserfiche is very easy to learn and use. It has a folder tree structure similar to Windows Explorer to make it easy to use. Your office can begin to scan and retrieve documents almost immediately after installation.
- **Intelligent Search-** Laserfiche lets you search your documents based upon full-text search, index search, and document and folder name searches. The Laserfiche full-text search unlocks the contents of your documents; if you need to find a word or phrase within a document, the full-text search retrieves it immediately. There is not any other imaging software that allows you this many searching possibilities.
- **Web Access-** Laserfiche allows you to publish your documents on the web with our WebLink software. You decide which documents you wanted published and WebLink publishes them on the web without having to use HTML programming. Users can then search the site to find the information they need using the Intelligent Search feature.
- **Integration-** Laserfiche is able to integrate with current software and hardware on existing systems.
- **Service-** Laserfiche understands the importance of a thorough support service. From technical help to the latest document imaging news, Laserfiche is dedicated to forming a lasting, complete service relationship. Should you need technical assistance; a qualified professional will be available to help you.

STATEMENT OF WORK

**Please check all boxes below for options desired.*

<u>DOCUMENT MANAGEMENT SOFTWARE AND USERS</u>	Qty	Cost	DIR-SDD-980	Total
<input checked="" type="checkbox"/> Avante Server Records Management Edition for MS SQL <i>DoD 5015.2 Certified</i>	1	\$11,000.00	\$10,446.70	\$10,446.70
<input checked="" type="checkbox"/> LF Full Named User <i>Includes Snapshot, Email, and Workflow</i>	25	\$500.00	\$474.85	\$11,871.25
<input checked="" type="checkbox"/> Web Access, 20% Add On to All Named Users	25	\$100.00	\$94.97	\$2,374.25
<input checked="" type="checkbox"/> LF Advanced Audit Trail, 20% Add On to All Named Users	25	\$100.00	\$94.97	\$2,374.25
<input checked="" type="checkbox"/> LF Workflow		Included	Included	Included
<i>Document Management Software and Licenses Total</i>				\$27,066.45

BATCH PROCESSING MODULES

Quickfields is licenses per machine

<input checked="" type="checkbox"/> Quickfields	1	\$595.00	\$565.07	\$565.07
<input checked="" type="checkbox"/> Zone OCR and Validation Package <i>Includes Zone OCR and Pattern Matching</i>	1	\$2,795.00	\$2,654.41	\$2,654.41
<input checked="" type="checkbox"/> Real Time Look Up and Validation Package <i>Includes Real Time Look Up and Pattern Matching</i>	1	\$595.00	\$565.07	\$565.07
<input checked="" type="checkbox"/> QF Import Agent	1	\$1,495.00	\$1,419.80	\$1,419.80
<i>Batch Process Modules Total</i>				\$5,204.36

ANNUAL SOFTWARE SUPPORT - BASIC LSAP

<input checked="" type="checkbox"/> Avante Server Records Management Edition for MS SQL <i>DoD 5015.2 Certified</i>	1	\$2,200.00	\$2,089.34	\$2,089.34
<input checked="" type="checkbox"/> LF Full Named User <i>Includes Snapshot, Email, and Workflow</i>	25	\$100.00	\$94.97	\$2,374.25
<input checked="" type="checkbox"/> Web Access, 20% Add On to All Named Users	25	\$20.00	\$18.99	\$474.85
<input checked="" type="checkbox"/> LF Advanced Audit Trail, 20% Add On to All Named Users	25	\$20.00	\$18.99	\$474.85
<input checked="" type="checkbox"/> LF Workflow	0	Included	Included	Included
<input checked="" type="checkbox"/> Quickfields	1	\$120.00	\$113.96	\$113.96
<input checked="" type="checkbox"/> Zone OCR and Validation Package <i>Includes Zone OCR and Pattern Matching</i>	1	\$560.00	\$531.83	\$531.83
<input checked="" type="checkbox"/> Real Time Look Up and Validation Package <i>Includes Real Time Look Up and Pattern Matching</i>	1	\$120.00	\$113.96	\$113.96
<input checked="" type="checkbox"/> QF Import Agent	1	\$390.00	\$370.38	\$370.38
<input checked="" type="checkbox"/> First Year Managed Services	1	\$1,485.00	\$1,410.30	\$1,410.30
<i>Annual Support Total</i>				\$7,953.74

For budgetary purposes, the Client should include \$8680.6 in annual budget for renewal of LSAP and Managed Services of the above quoted software.

STATEMENT OF WORK

MCCi PROFESSIONAL SERVICES

<input checked="" type="checkbox"/>	GAP Analysis, per day	2	\$2,500.00	\$2,406.25	\$4,812.50
<input checked="" type="checkbox"/>	Records Management Training	1	\$2,100.00	\$2,021.25	\$2,021.25
<input checked="" type="checkbox"/>	Basic Onsite Installation & Training of software, per day <i>Workflow training and installation excluded. Travel expenses included.</i>	3	\$2,100.00	\$2,021.25	\$6,063.75
<input checked="" type="checkbox"/>	MCCi Project Management Services		N/A	N/A	\$8,350.00

Total Project Cost

\$61,472.04

PAYMENT & BILLING TERMS

MCCi will invoice fifty percent (50%) of the total contract amount upon receipt of the signed contract. Balance of total project will be invoiced and billed upon completion of installation. Balance of Gap Analysis will be invoiced and billed upon delivery of the Gap Report. Sales Tax will be included where applicable. Payment will be due upon receipt of an invoice.

OPTIONAL PRODUCTS AND PROFESSIONAL SERVICES

**Please check all boxes below for options desired.*

<u>ANNUAL SOFTWARE SUPPORT - BASIC LSAP</u>		Qty	Cost	DIR-SDD-980	Total
<input type="checkbox"/>	First Year Managed Services for Workflow	1	\$4,500.00	\$4,273.65	\$4,273.65
<i>Annual Support Total</i>					<i>\$4,273.65</i>

For budgetary purposes, the Client should include \$4433.91 in annual budget for renewal of LSAP and Managed Services of the above quoted software.

MCCi PROFESSIONAL SERVICES

<input type="checkbox"/>	Workflow Configuration Training	1	\$9,800.00	\$9,432.50	\$9,432.50
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Total Project Cost ***\$13,706.15***

PAYMENT & BILLING TERMS

MCCi will invoice fifty percent (50%) of the total contract amount upon receipt of the signed contract. Balance of total project will be invoiced and billed upon completion of installation. Sales Tax will be included where applicable. Payment will be due upon receipt of an invoice.

SERVICE OFFERINGS

To determine which services and products are included with your project, please refer to the Statement of Work above.

MCCi prides itself in providing high quality professional services and support. Providing the most advanced level of tech support via the web, e-mail and phone, you can rest assured that MCCi will provide you with profession installation, training and support services. Our clients can rely on us to provide a continual flow of information through our technical bulletins and newsletters.

MCCI PROJECT MANAGEMENT SERVICES

MCCi Project Management services include CDIA-certified MCCi professionals. The CDIA (Certified Document Imaging Architect) is awarded after a comprehensive and rigorous exam focused on a broad spectrum of document and records management objectives. MCCi administers these services and concentrates on defining business requirements and the deliverables that follow.

Initial Implementation - The assigned MCCi Project Manager will perform a remote pre-installation solution development plan including configuration of security rules for the Client prior to installation and training. This consultation will include a review of current document organization and retrieval practices to determine desired indexing methods, as well as other basic system set up needs. Once this information has been gathered and provided to the MCCi project manager, the basic folder structure, document naming scheme, scheme, and template set-up will be configured prior to onsite training. Project Management Services may also be included for special projects, and remote training, as well as specific departmental needs.

Future Implementations (additional software) – MCCi Project Management services may be included to provide remote training and/or installation, template creation, specific consultation needs such as security set up, or others needs related to adding additional software and/or departments for the defined project.

These services are included to ensure the Client is prepared for the final project implementation.

GAP ANALYSIS

The MCCi Gap Analysis includes input by CDIA-certified MCCi professionals. The MCCi Gap Analysis is the study of the differences between two different information systems or applications, often for the purpose of determining how to get from one state to a new state. A gap is sometimes spoken of as "the space between where we are and where we want to be," and the Gap Analysis is undertaken as a means of bridging that space. MCCi offers Gap Analysis to new and existing MCCi customers, both with similar deliverables.

New customers may be totally new to Records Management/Document Management, or could be transitioning from one system to another. Either way, Gap Analysis not only serves the consulting needs of a project, but can also mitigate many risks that are inherent and in a new project. Risks such as scope creep, unforeseen needs (people, conversions, integrations, equipment), and unknown stakeholders, can be identified and cleared up in the very beginning of the project.

Existing customers may consider Gap Analysis when looking to expand their system into other departments or enterprise-wide. It is also a great opportunity to investigate and report on how the system is being used versus how it was intended to be used – the result being a plan of action.

SERVICE OFFERINGS

Deliverables –The Gap Analysis process involves determining, documenting and approving the variance between business requirements and current capabilities. MCCi takes it a step further by providing recommendations and an action plan. The final deliverable is a report which will detail the following:

- A summary of the current document flow path, with recommended changes/requirements
- Equipment, software, and staffing recommendations
- Storage needs for each department
- Recommendations on the timing of phasing in departments (based on needs/complexity)
- Implementation plan

The amount of time/cost of a Gap Analysis is dependent upon the system size and number of departments to be involved.

AFFINITY INTEGRATION CONFIGURATION & TRAINING

Includes:

- Configuration of integration for up to one department within one application
- “Train the trainer” to empower the client to configure other integrations
- All services are conducted remotely, unless an MCCi representative is onsite for other implementation needs and onsite time permits

Client Deliverables

- Application to be integrated with must meet Affinity requirements
 - <http://www.umdata.com/DataNOWAffinity/requirements.html>
- Testing – A test copy of Affinity is available prior to purchase. *Client is responsible for testing to make sure needs are met prior to purchase*
- Assistance in defining the Measurement of Success (MOS)
- IT resources - Appointment of Affinity Administrator
- Laserfiche metadata requirements

MCCi Deliverables

- Install and integrate DataNow Affinity within current Laserfiche system environment pursuant to the Affinity requirements
- Assistance in configuring integration for up to one department within one application
 - At a minimum, if certain data fields cannot be mapped, MCCi will set up Affinity as an image enablement toolbar
- MCCi project manager to assist with defining the MOS
- Affinity integration configuration based on defined MOS
- Define Laserfiche metadata structure to support the specified integration
- Define Laserfiche security to support the integration
- Project Management services up until MOS is met
- Managed Services for up to 30 days past MOS
- Affinity Administrator Training

Measurement of Success (MOS): Based on MCCi’s experience, a pre-requisite for providing and/or receiving consulting services is to jointly define an attainable MOS. The MOS is intended to address the desired outcome of the Affinity integration configuration and will be based primarily on the type and capabilities of the application to be integrated with, along with how related data should be organized in the Laserfiche system.

MCCi LASERFICHE ARCHIVE SERVICES BY MUNISCAN

Laserfiche Archive Services are implemented by MCCi's MuniScan department. The service is designed to populate a client's new Laserfiche system with a subset of back-file records, which heightens the system training experience by having a great example to follow. To experience the complete benefit, it is recommended that Laserfiche Archive Services be completed prior to the initial system implementation. While one of MCCi's IT Project Managers consults with the client on the setup and configuration of Laserfiche, a MuniScan Project Manager will assist in determining the scope of the Laserfiche Archive Services based on budget, file types, quantities, indexing requirements, and the file structure desired. Laserfiche Archive Services helps to ensure a successful Laserfiche implementation and a high adoption rate from the very beginning of the Laserfiche project.

MCCi will scan documents using an interface that provides a wide variety of image output formats to allow for easy integration into your current records management system. These image formats include TIFF, JPEG, PDF, Laserfiche, etc. MCCi utilizes slip-sheets to determine document breaks and indexing information. The slip-sheet is created by MCCi to accommodate your organization's indexing needs. Once MCCi has received documents for scanning, the following process will occur according to the terms laid out in MCCi's pricing proposal and may vary according to services selected:

- * Pre-Scanning Consultation - A Pre-Scanning Consultation will be scheduled via a telephone conference after receipt of signed contract. This consultation is designed to go over the following: the signed contract and terms, folder structure, current searching methods, document naming scheme, slip-sheet customization, document preparation requirements, and document shipment and/or pick up.
- * Document Preparation - The process of document preparation begins with removing any materials that may prohibit the document from being fed through the scanner (i.e. Removal of documents from file folders, Removal of staples, paperclips, tape, clips, etc) and is described as Document Preparation. Upon completion of scanning, MCCi will organize the documents into their original order as received from the Client. Documents attached together by devices, such as staples and paper clips, will not be reattached. Documents filed in folders, will not be re-inserted into those folders if MCCi uses separator sheets (all files and folders will still be kept in order). The process of reattaching devices and/or re-inserting files into folders is described as Document Re-Preparation and offered in addition to Document Preparation only if requested by the Client.
- * Document Organization & Indexing - Based on the scope of the project and outcome of your Pre-Scanning Consultation, MCCi will organize and index your documents. This will enable them to be searched and organized by three different methods. The first method includes organizing your documents in a tree-like folder structure, similar to Windows Explorer. This provides a visual method to store and locate your documents. The second method involves the use of electronic template cards. These templates contain unique information pertaining to that particular document. Once a template layout has been agreed upon, no changes can be made once the job has already been started. The third method includes running a process called optical character recognition (OCR), allowing for full-text indexing and searching capabilities. The OCR process converts printed words into alphanumeric characters dependent upon font and paper quality. This enables each occurrence of an OCR'd word to be searched and retrieved. Microfilm, Maps, and Handwritten documents will be searchable by keyword index only (via template card).
- * Document Quality Control - MCCi performs a thorough quality control process after the job has been completed. Each scanned image is inspected for quality, legibility, and accuracy. Steps are taken to ensure each document has been captured, the quality of the scanned image is comparable to the

SERVICE OFFERINGS

original, and all manual indexing errors have been corrected. MCCi cannot be accountable for records not reflected in original inventory report as provided by Client. MCCi will correct only those discrepancies reported within 90 days after delivery of hard copy materials.

- Document Transportation - The client is required to package all materials per MCCi's instruction prior to delivery of materials to MCCi facilities. If the client chooses to utilize MCCi's pickup and delivery service (offered in select states), pricing is based on picking up the entire project described in the scope of services in one shipment. If additional trips are required due to the Client not having all the documents ready for pick up, additional charges will be applied. If the client chooses to ship via a certified carrier, the client incurs all shipping costs.

WORKFLOW CONFIGURATION TRAINING

MCCi will work with the Client to configure a single defined process based on an agreed upon Measurement of Success (MOS).

Client Deliverables

- Provide MCCi with a mapped out/narrative of specified business process
- Define each resource and activity of the business process
- Define the Measurement of Success in conjunction with MCCi
- Appointment of Workflow Configuration Administrator
- Metadata requirements
- Sample reports from this process
- IT resources
- Test Database

MCCi Deliverables

- Up to 2 days onsite with an MCCi Project Manager
- Install and integrate Laserfiche Workflow with current Laserfiche system
- MCCi project manager to collaboratively identify the MOS
- Workflow process based on defined MOS
- Define and set up metadata structure to support the specified workflow process
- Offer best practices in security to support the specified workflow process
- Project Management services up until MOS signoff
- Workflow Managed Services for up to 30 days past MOS signoff date
- Workflow Configuration Administrator Training
- Workflow definitions report – initial and editable draft

Measurement of Success (MOS): Based on MCCi's experience, a pre-requisite for providing and/or receiving consulting services is to jointly define an attainable MOS. The MOS is intended to address the desired outcome of the workflow configuration and will be based primarily on the defined resources/activities provided by the client. A typical initial workflow configuration falls within scope listed below. If these levels are exceeded the business process will be broken down to stay within the scope of services to be offered herein.

Process Symbols	Maximum of 10
Decision Gateways	Maximum of 10
Interaction with external data sources	None <i>Interaction with external data sources is not funded through this package</i>

SERVICE OFFERINGS

Document instance per process action	1 <i>Bulk processing is not funded through this package</i>
Custom Scripts	None <i>Custom Scripts are not funded through this package. Workflow process must lend itself to configuration within the Laserfiche Routing, Laserfiche Activities and General Activities of the Workflow Designer Toolbox.</i>

MCCi's Laserfiche Workflow Configuration Training service is designed to be highly collaborative. The primary end goal is for the client to have a trained Workflow Configuration Administrator and an initial business process (or one portion of a complex process) configured based on the defined MOS. As a prerequisite, the client's Workflow Configuration Administrator should be a business process savvy individual with good technical skills. This is the person tasked with handling future workflow configurations, including any modifications needed to the configuration of the specified business process.

WORKFLOW MANAGED SERVICES

MCCi's Workflow Managed Services package is a post-implementation service, and is designed to assist the client's Workflow Configuration Administrator with ongoing consulting and configuration needs. Workflow Managed Services may be used for the following:

- * Additional Workflow Set Up Consultation – MCCi continues to consult and make recommendations on best practices for modifying existing / creating new workflow configurations.
- * Additional Remote Training – MCCi offers additional training for the client's Workflow Configuration Administrator. This is ideal for refresher training, as well as for new personnel in the event of turnover.
- * Ongoing Security Consultation – Laserfiche security plays a much larger role when business processes are being automated by Laserfiche Workflow. MCCi assists the client's Security and Workflow Configuration Administrators to offer security best practices to align with workflow configurations.
- * Leveraging existing system(s) – MCCi will help identify more efficient ways of utilizing the Laserfiche product suite, as well as how to leverage other systems and the related data contained therein.
- * Meta-data consultation – Various meta-data objects must be created/modified to match up with specific workflow needs. MCCi will consult and help identify meta-data needs.
- * Expiration & Additional Services - MCCi's Managed Services is an annual package and will expire on the same date as your SAP plan. The service can also be adjusted for any additional hours needed.
- * Remote Access Support – Managed Services are delivered remotely. Remote Access Support allows our helpdesk staff to access your machines remotely to resolve problems faster. The use of Remote Access Support saves you both time and money by reducing the delays in resolving software issues without costly on-site visits.

BUSINESS PROCESS ANALYSIS

MCCi will work with the Client to document a current business process. By interviewing process stakeholders and documenting facts and feedback, MCCi is able to deliver a comprehensive report. This

SERVICE OFFERINGS

level of engagement is typically done as a needs analysis exercise prior to attempting to automate an existing business process.

Client Deliverables

- Assignment of a Project Manager who will be responsible for:
 - Acting as the main point of contact for MCCi.
 - Identifying and providing contact information for process stake holders
 - Coordinating and scheduling site visits so that stakeholders are aware and set aside the appropriate amount of time to focus on working with MCCi
 - Coordinating and scheduling conference calls/web meetings between process stakeholders and MCCi as part of the document review process
 - Facilitating access to any/all resources needed for a thorough analysis
- Full participation by all process stakeholders in the interview, review, and finalizations stages

MCCi Deliverables

- Introductory call: Share contact information, and review scope of project
- Stakeholder Interviews: Up to 2 days onsite with Business Analyst
 - Conduct workshops and interviews with customers
 - Document Business Processes on whiteboard during workshops and interviews
- Business Process Report Drafting & Review: Up to 30 hours
 - Draft a Business Process/requirements document
 - Review document with customers and make revisions where necessary.
- Business Process Report Delivery: Up to 1 day onsite with Business Analyst
 - Onsite review and presentation of finalized report
- Editable copy of Business Process Report for future use

RECORDS MANAGEMENT CONSULTING

When moving to an enterprise wide Electronic Records Management System, it is important for a Records Program and Records Policies to be in place beforehand. MCCi's Records Management Consulting service focuses on revision and/or creation of such programs and policies. If needed, the service should be completed prior to implementing MCCi's Laserfiche Records Management module. Pricing is dependent on the level of service needed and can be determined by setting up a meeting with MCCi and the appropriate Records Consultant. Services cover a broad spectrum to include designing records management plans, designing systems, identifying records eligible for destruction, assisting with legal compliance, providing training and nearly any other records and information related service requirement.

ELECTRONIC DATA MIGRATION

MCCi will migrate the Client's electronic data and provide the Client with the migrated data on CD/DVD/Removable hard drive in the desired format according to the specifications listed.

SOFTWARE DESCRIPTIONS

To determine which products are included with your project, please refer to the Statement of Work

LASERFICHE AVANTE

Laserfiche Avante solution is a named user model and starts out with a feature rich system that is based on the number of people who will be using the system. It is designed for small to mid size organizations and helps you capture, manage, distribute, and work with information in diverse working environments. Avante comes with Laserfiche Workflow and allows your organization to move beyond simple document routing to automate everyday tasks, optimize business processes, and share information with a wide variety of applications. Avante systems allow you to choose from SQL Express or full MS SQL platforms and incrementally expand the system with records management edition and other plug-ins such as auditing and batch processing.

LASERFICHE RIO

The Laserfiche RIO solution is geared towards Enterprise clients with 100 named users or more. RIO and each RIO license comes coupled with Workflow, Web Access, Snapshot, Email, and Advanced Audit Trail. This licensing structure makes it much easier on IT administration, especially when dealing with a large user base. In addition, RIO supports an unlimited number of application servers, as well as repositories, making it well suited for expansion and testing needs. RIO can either connect to MSSQL or Oracle for the backend database, and of course many of the same optional Laserfiche modules such as the Records Management and Weblink Public Portal licenses are available with RIO.

Feature	Avante	Rio	Comments
<i>Database</i>	SQL Express, SQL, Oracle	SQL, Oracle	
<i>Retrieval Users</i>	Only Public Portal Web Link	Only Public Portal Web Link	Includes Email
<i>Full Named Users</i>	Unlimited	100 - Unlimited	Includes Workflow, Email and Snapshot for Avante; Includes Workflow, Email, Snapshot, Web Access and Advanced Audit Trail for Rio.
<i>Retrieval Named Users</i>	n/a	1000 - Unlimited	Includes Email for Rio, minimum purchase of 1,000 users
<i>Default Servers</i>	1	Unlimited	
<i>User License Model</i>	Named	Named	
<i>Model</i>	WF automation / BPM	Enterprise	
<i>Page Limit</i>	Unlimited	Unlimited	
<i>Public Access</i>	Public Portal (25, 75, PP)	Public Portal (PP)	Per Processor (PP) must purchase the same amount of CPU on Lf Server
<i>Upgrade Path</i>	Rio	n/a	
<i>Laserfiche Versions</i>	Lf 8.1 and later	Lf 8.0.1 and later	

LASERFICHE PLUG-INS

Laserfiche Plug-Ins, Utilities, and Tools

MCCi can provide additional Laserfiche Plug-ins Utilities, & Tools software. Laserfiche offers a selection of add-ons and development tools designed to let you tailor Laserfiche to meet your needs. Certain Plug-Ins may be bundled differently based on the Laserfiche platform (Avante versus RIO).

Laserfiche Batch Processing Tools

- Laserfiche® Quick Fields™ automatically captures useful information from paper and electronic documents and organizes it for fast retrieval. Quick Fields transforms data capture from a costly and labor-intensive operation into an efficient process by collecting precise pieces of information from the masses of unstructured data flowing into your organization. Quick Fields improves the speed and accuracy of data capture while giving authorized staff instant access to the information they need to work effectively.
- Bar Code Validation Package - The Bar Code add-on reads bar codes on a specified page in the document. The value returned by the bar code process can be used to identify a page, populate a field, determine the document name, or determine where the document will be stored. Bar Code is very powerful when combined with Real Time Lookup. Supported barcode formats: Codabar, CODE 39, CODE 128, EAN 8, EAN 13, Interleaved 2 of 5, UPCA, and UPCE.
- QF Real-time Look up Validation Package: Lookup populates template fields and validates metadata by retrieving data stored in third-party databases and other applications.
- QF Zone OCR Validation Package: Images that contain clearly printed or typed information can be converted to text files through a process called OCR (Optical Character Recognition). Once text has been extracted from an image, it can be sent along with the image to the repository. Once the document has been imported into the repository, the extracted text will be associated with the corresponding image in the document. The International Zone OCR add-on will scan a zone on an image for text. Only text found within the zone will be extracted. The data returned by this process can be used to identify a page, populate a field, determine the document name, or determine where the document will be stored. The International Zone OCR add-on can be installed when Quick Fields is first installed or after it has already been installed.
- Laserfiche Import Agent: Laserfiche Import Agent is a capture tool that can bring files into a Laserfiche repository from the Windows file system. Any file that can be stored in Laserfiche can also be imported via Import Agent. What's more, Import Agent allows for scheduled and selective imports, so that users can set up specific criteria for what gets imported when. Import Agent can create fully OCR'd and indexed documents complete with template information and filed in the repository.
- QF Forms Alignment: automatically repositions scanned documents to match a master form, correcting for scanning errors and improving data extraction.
- QF Document Classification: designed for clients who deal with multiple forms, and will recognize and process multiple document types.
- QF Auto Stamp/Redaction/Bates Numbering - The Bates stamp option is a document auto-numbering annotation option
- QF Optical Mark Recognition: detects handwritten information, including marks on surveys, tests and ballots.

SOFTWARE DESCRIPTIONS

- Quickfields Agent: enables administrators to schedule forms processing around the clock and run Quick Fields sessions without operator intervention, reducing labor costs and optimizing business processes.
- QF Forms Identification: automatically recognizes the form or document based on its overall structure, even in the absence of bar codes, form data or other distinguishing information.
- QF Forms Extractor: removes form outlines to isolate data for more accurate capture.
- Laserfiche ScanConnect™: allows ISIS scanning. A collection of ISIS scanner drivers is included with Laserfiche ScanConnect. These drivers allow images to be scanned through supported scanners. ScanConnect 7.x is can be purchased as an add-on to both Laserfiche scanning and Quick Fields.
- Laserfiche Snapshot™ Laserfiche Snapshot can generate images and text from an electronic file (e.g. a Word document, a web page, a text editor, etc.). The files generated by Laserfiche Snapshot capture the content of the electronic file at the time that it was processed. In other words, they represent an accurate portrayal of an electronic file at a given point in time. The images and text created from an electronic file are then stored in a Laserfiche repository. As you can see, Laserfiche Snapshot can be used as a tool to archive a particular version of an electronic file. Laserfiche Snapshot can process any electronic file that can be opened with a Windows application that has printing capabilities. This feature is automatically included with every Full User purchase.
- MCCi OCR Automator: provides a simple and effective way to mass OCR documents in Laserfiche. It allows users to select a Laserfiche folder from which to begin the OCR process. Once it has begun at this location it will OCR the documents in this folder and the subfolders. Once the process is complete the application will display a report and notification that it has completed

Distribution Plug-Ins

- Laserfiche WebLink™ the WebLink module publishes select documents in a Laserfiche repository to an intranet or the Internet in read-only form. Documents can be made available through the Web almost instantly, and users need only an Internet browser in order to access them. Built on ASP .NET, WebLink can be customized to match the look and feel of an organization's Internet or intranet site.
- Laserfiche WebAccess Laserfiche Web Access is a Web browser-based thin client offering virtually all of the document management capabilities of the standard Laserfiche interface. Web Access allows your IT staff to roll out high-volume Laserfiche access without increasing your organization's application support burden. Authorized users organization-wide enjoy simultaneous access to documents, whether they are using the corporate intranet or logging in from a branch office.
- Laserfiche Plus™ Laserfiche Plus allows the information stored in a Laserfiche repository to be portable. Laserfiche documents published by Laserfiche Plus can be viewed by anybody, regardless of whether they have Laserfiche installed. If these portable Laserfiche documents are sent to a company or site that already has Laserfiche installed, then that organization can also choose to attach those documents to their repository. This software prepares a copy of the Laserfiche files (images, text, electronic files, annotations, templates and field data) for burning directly to your removable media or to a temporary directory. Choosing to publish to a temporary directory allows you to write it to your removable media at your convenience.
- Laserfiche E-Mail Plug-in™ allows instant electronic document distribution via standard MAPI-compliant e-mail applications. This feature is automatically included in every Full User and Retrieval User license purchase.

SOFTWARE DESCRIPTIONS

Workflow & Process Automation

- **Laserfiche Workflow:** Efficiency and accountability-enhancing document routing, e-mail notification and audit trail reporting.
- **Laserfiche Audit Trail Modules:** Three levels of audit reporting to address your specific regulatory compliance and security needs.
- **LF Audit Trail – Starter:** This edition tracks who accesses data in the repository, as well as changes made to the repository. Users can then generate reports on the life-cycle of documents, and who has accessed them.
- **LF Audit Trail – Standard:** Sites with a larger amount of activity in their repository can use this edition to set up event logging according to individual users. This allows a more finely grained auditing configuration that tracks only the data that a particular customer needs. Standard features the tracking of failed attempts to change content in the repository, giving more insight into user activities. All the functionality of the Starter edition is also included.
- **LF Audit Trail - Advanced:** Customers operating in the most demanding regulatory environments find this version ideally suited to their needs. Besides doing everything that the other two versions do, it also tracks changes in security settings, so not only what a user is looking at or changing is tracked, but who gave them the right to do so. Searches are also tracked. For additional document security, with this edition users can be required to submit reasons for printing and exporting documents. Administrators can force printed documents to have Watermarks applied to them.

Laserfiche Integration Plug-Ins

- **LF Integrator's Toolkit:** Tools & documentation necessary for customizing Laserfiche
- **LF Integration Express HTE:** Laserfiche HTE interface

LASERFICHE THIRD PARTY PLUG-IN OFFERINGS

Integration

- **DataNow Affinity Integration-** DataNow Affinity brings the power of Laserfiche document management to the applications you use most. Document searches can be reduced to a single click of a button. New documents can be added to your Laserfiche repository without manually entering template field values, file names, or folder locations. Affinity truly makes Laserfiche feel like part of your business software
- **LF Integrator GP –** LF Integrator empowers Great Plains users to scan, search and link supporting documents in Laserfiche document management applications directly from the Great Plains menu bar. Link the document and workflow management power of Laserfiche with your current Great Plains implementation.
- **LF Integrator AutoCAD –** LF Integrator for AutoCAD allows you to store AutoCAD drawing files or associated documents in Laserfiche, including embedded cross reference files, directly from the AutoCAD menu. Launch Laserfiche scan or search modules using the drawing file for template or search criteria, or create a Laserfiche document template using the fields from any AutoCAD drawing title block with a single click.
- **GeoDocs:** GeoDocs™ is a web-based software that seamlessly integrates ESRI ArcIMS (soon to be ArcGIS Server) and Laserfiche. Utilizing robust search capabilities, users of GeoDocs can access digital documents stored in a Laserfiche repository from within the web-based GIS program and vice versa, access spatial information stored in a GIS from within the Laserfiche web client.
- **TrustedEdge (email and document archival)-** The Trusted Edge® Solution automatically captures, classifies, and manages unstructured information created, accessed, and stored at the network's

SOFTWARE DESCRIPTIONS

“edge” – on laptops, desktops, and file shares – where 80% of documents are created and stored. Following a Trusted Edge deployment, organizations can proactively apply enterprise-wide policies to desktop information and email at the point of creation and use - and manage content based on centrally-defined business rules. Furthermore, by intelligently identifying, classifying, and securely routing critical email, documents, and files to their appropriate location with the enterprise content management or records management platform, Trusted Edge improves retention compliance, mitigates litigation risk, and reduces enterprise storage costs. With its rich set of policy management and information management features, Trusted Edge is leveraged by organizations as a unified platform which can be deployed as the foundation for numerous enterprise solutions including:

- LincDocs (Electronic Forms)- LincWare's LincDoc family of eForm creation and document automation tools empowers businesses and government organizations to better serve their customers and constituents, reduce costs and better leverage bottom line critical information. LincDoc data complies with existing systems through features like network-wide interconnectivity, document repositories, version control, business-logic driven data entry, Laserfiche interface, database integration and Word- and PDF-based document authoring.
- InfoLinx (physical records management software) - InfoLinx provides both custom and commercial-off-the-shelf records and information management system software and professional business services to manage critical business documents. InfoLinx seamlessly integrates barcode and Radio Frequency Identification (RFID) technology, physical file and electronic record tracking, retention schedule management, color-coded label printing, and document imaging into an integrated, intuitive, and user-friendly records management application.
- MuniMigrator- MuniMigrator is a software tool used to migrate data from a legacy document imaging system into Laserfiche. MCCi will provide remote services to install, configure, and test MuniMigrator on the client's Laserfiche server (or another server capable of connecting to the Laserfiche server). Depending on the size of the legacy database and images, this migration process can take an extended period of time. The process will be run by the client's personnel with MCCi providing support. The primary pre-requisite is that the client must convert all data to XML format conforming to the MuniMigrator XML schema prior to utilizing MuniMigrator. MCCi will provide MuniMigrator XML schema. If the client needs assistance migrating legacy data to the XML format, additional hourly charges will apply and the client must provide the appropriate access and licensing needed to access the legacy data. Due to the vast differences in how document management systems handle sticky notes, redactions and annotations, data migration processes do not include migration of sticky notes or any other redactions and annotations from the legacy system to Laserfiche, unless otherwise stated in the scope of services.

TECHNICAL SUPPORT

When you become a client of MCCi, you gain much more than just a new product. You gain a relationship between our staff and your organization to make your product implementation successful and the usage of your product an enjoyable experience. In order to make this possible, MCCi offers both Proactive and Technical Support.

PROACTIVE SUPPORT

MCCi assigns each account with a Regional Account Executive and an internal Account Manager Team. You will have already worked with your Account Executive in the pre-project phase and they will continue to support you. Your Account Executive will provide a local presence and contact information should local meetings be necessary. The Account Executive also assists in pre implementation processes.

Your Account Manager will assist in managing ongoing support through the life of the product. MCCi believes in a proactive support methodology and it is the Account Managers' role to insure this ongoing communication with clients. Your Account Manager will be in touch throughout the year to discuss optimal system usage and ensure client satisfaction. Items discussed may include, but are not limited to:

- * Identify any needs that could easily be addressed with the current system.
- * Provide resource for question and answer, best practices, how other customers are using the system with use of documented case studies, Listservs, support center, etc.
- * Provide continued education for existing and new users within the organization through the use of webinars, seminars, workshops, users group, and more.
- * Annual review of current system configuration
- * Dedicated sales support staff for pricing inquiries and budgetary information
- * Annual support renewal notification to ensure your renewal process is timely and accurate

Educational Resource Definitions

- *Case Studies*- MCCi works with our clients to put together narrative accounts of specific usages of MCCi solutions in their organization. Specific departments, document types, integrations, etc. are noted to allow other users to learn from the information.
- *MCCi Listserv*- MCCi has created a Listserv for specific types of system customers. A Listserv is a creative use of e-mail, which provides a means for End Users to share information on a common interest. Members are able to communicate with peers thru a single e-mail. Uses of the Listserv may include fielding requests about system usage, as well as best practices.
- *Support Center*- This resource is a compilation of white papers, best practices, and information for system users all in one location. Through the support center, users can also submit and check the status of their support tickets.
- *Webinars*- MCCi conducts monthly webinars on different topics promoting more efficient system usage. User webinars are also offered on more specific topics related to products, concepts, departments, etc regarding the usage of your system. These are done through the web and are a convenient way of staying informed on the newest technologies available.
- *Seminars*- MCCi conducts seminars on different topics to help educate new and existing end users throughout the year. They are usually located at a host site of an existing customer. These can also be offered at current client's locations to invite departments to learn more regarding their current system.
- *User Groups*- MCCi offers annual user groups to keep end users trained on the newest versions and products. These are geared to both users and administrators of the system.

TECHNICAL SUPPORT

The Laserfiche Software Assurance Plan (LSAP) helps preserve your investment and extend the benefits of your original purchase by providing you access to the assistance needed to ensure that you maximize system uptime. You have access to a toll free line to call for technical support or submit tickets online through our support center. When you subscribe to the LSAP you receive the following benefits:

- 100% upgrade credit for your existing software (in the event of an upgrade)
- Free software updates for your current system
- 24-hour FTP and website access which includes the MCCi Online Support Center
- Technical bulletins and newsletters

MANAGED SERVICES

MCCi Managed Services are included with every support renewal and provide the client with a discounted hourly rate by purchasing an advanced block of services per year based on the products purchased. Managed Services can be used for the following professional services:

- Additional Training – additional training, via web conferencing, can be conducted to train new users on the use of the system or as refresher training for existing users.
- Additional System Set Up Consultation – MCCi offers additional consultation that includes recommendations on best practices for adding additional departments, additional types of document etc. to your current system.
- Remote implementation of software updates – While the standard SAP plan covers free updates for software, implementation of those updates is sometimes overlooked. With the addition of our Managed Services, MCCi is at your service to directly assist in implementing software updates such as minor updates, quick fixes or point releases. Major software upgrades may or may not be covered and should be discussed with your Account Management Team.
- Annual System Review & Analysis – Upon request, MCCi will access your system to review and analyze how your organization is using the system, identify discovered potential problem areas and make recommendations for better use of the system. This analysis is designed to be implemented 6 months after the initial Software installation, and should be performed annually after that date. This is an optional service that will be completed only if requested by the Client.
- Remote Access Support – Remote Access Support allows our helpdesk staff to access your machines remotely to resolve problems faster. The use of Remote Access Support saves you both time and money by reducing the delays in resolving software issues without costly on-site visits.
- Expiration & Additional Services –MCCi Managed Services is an annual package and will expire on the same date as your SAP plan.

MCCi does provide continued technical support for all MCCi applications. Technical support is provided via email or telephone during normal business hours of 8:00 AM to 6:00 PM EST. Clients can designate several individuals who are to be the technical support contacts. Those individuals may contact MCCi at any time for technical support. There is no limit on the number of technical support calls that can be made. Adjustments in annual support rates may be made to coincide with current U.S. inflation rates.

RECOMMENDED MINIMUM HARDWARE REQUIREMENTS

MCCi will provide necessary consultation as to the compatibility of current hardware with the Laserfiche System. Changes and recommendations will be made at the time of consultation. See system requirements below. Please keep in mind that these are the minimum system requirements. All scanners also require the ScanConnect Software, which is quoted within our pricing section.

Scanning Station PC:

OS: Windows XP Professional (Service Pack 2 or later), Windows Vista, Windows 2003 (Service Pack 1 or later), or Windows Server 2008
CPU: 2.4 GHz processor or faster
Memory: 1 GB RAM or more
Communications: TCP/IP
Web browser: Internet Explorer 6.0 or higher

Client Requirements

OS: Windows XP Professional (Service Pack 2 or later), Windows Vista, Windows 2003 (Service Pack 1 or later), or Windows Server 2008
CPU: 1 GHz Processor or better, Performing OCR: 2.4 GHz or faster processor
Memory: 1 GB RAM or more
Communications: TCP/IP
Web browser: Internet Explorer 6.0 or higher

Server Requirements:

OS: Windows XP (Service Pack 2), Windows Server 2003 (Service Pack 1), Windows Server 2003 R2, Windows Vista , Windows Server 2008
CPU: 2 GHz Professor or better
Memory: 2 GB RAM
Communications: TCP/IP

Database Management System

Avante SQL or Rio: Microsoft SQL Server 2005 (Service Pack 2 or later), Oracle 9i Release 2 (9.2.0.6.0), Oracle 10g and Oracle 11g
Avante SQL Express: Supports MSDE (Service Pack 3 or later) and Microsoft SQL Server 2005 Express Edition (Service Pack 2 or later).

Web Portal Requirements:

OS: Windows Server 2003 with IIS 6, Windows Server 2008 with IIS 7
CPU: 2.8 GHz or faster processor
Memory: 1 GB RAM or more
Viewer: Web Browser (minimum versions): WebLink is best viewed using Internet Explorer 6, Internet Explorer 7, Internet Explorer 8, Firefox 2, Firefox 3, Safari, Chrome, and Opera.

Scanners:

Must utilize ISIS drives

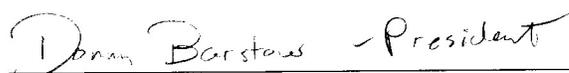
The terms of this agreement shall remain in force and effect for a period of ninety (90) days from the date appearing below, unless accepted by the Client.

Submitted by: **MCCi, a Limited Liability Company**

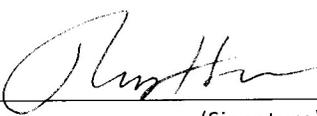
Date: November 18, 2010

By: 

(Signature)



(Printed Name & Title)

Witness: 

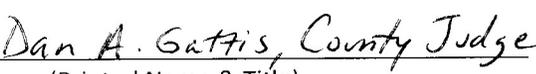
(Signature)

Noted Items Accepted by: **WILLIAMSON COUNTY, TX**

Date: ~~12-16-10~~ 1-4-11

By: 

(Signature)



(Printed Name & Title)

Witness: 

(Signature)



(Printed Name & Title)

MCCI, a Limited Liability Company and subsidiary of **MUNICIPAL CODE CORPORATION**, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCI, hereby offers the Laserfiche Software & Services to **WILLIAMSON COUNTY, TX** according to the following terms and conditions.

LASERFICHE SOFTWARE UPGRADE

When software is upgraded, the old copy of the software must be returned and will no longer be a valid copy. Proof of previous purchase is required to receive upgrade. Upgrade credit applied towards new purchase is 100% of original software purchase price. The difference between the new system (server, full and retrieval users) price and the old system (server, full and retrieval users) price must be greater than or equal to 10% of the new system price. Otherwise, a minimum software upgrade adjustment will be applied to comply with the 10% price difference requirement. One year of LSAP must be purchased for new products when upgrading. LSAP of the original product will not be credited. However, remaining months of SAP can be applied towards the new purchase of one year of LSAP for the new products.

SERVICE LEVEL AGREEMENT (SLA)

Software Support is provided by MCCI and the manufacturer. MCCI acts as 1st tier support and works with the manufacturer at a 2nd tier level when needed. MCCI's Software Assurance Packages include: Access to software point release updates, Telephone or E-Mail support for software related issues, 24-hour FTP and web site access, technical bulletins and newsletters. Adjustments in annual support rates may be made to coincide with current U.S. inflation rates – any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Any updates requiring shipment of software require Client to pay shipping costs.

Customers may contact MCCI support via MCCI's Online Support Center, email (lsupport@mccinnovations.com), or telephone 866-942-0464. Support is available Monday-Friday (excluding major holidays) from 8:00 a.m. – 6:00 p.m. EDT.

MCCI SOFTWARE CUSTOMIZATIONS

The customer may elect to contract with MCCI to customize the standard software. As standard software is upgraded, any customizations performed will require support in the form of updating through our Integration Support Assurance Program (ISAP). ISAP must be current to receive updates to the integration at no additional charge. Otherwise current hourly rates will apply.

Upgrades to existing programs, or the acquisition of new programs from vendors other than MCCI, may have an effect on customizations made to the software by MCCI. MCCI will not be held responsible if upgrades or changes made by the customer or another vendor or application preclude the operation of MCCI's customizations.

CLIENT SOFTWARE CUSTOMIZATIONS

The client may also choose to customize their software internally, without MCCI's help. MCCI is not responsible for any damages caused by the user's customization of the software. MCCI will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to the software may affect any customizations made by the user. If MCCI's help is required to correct/update any customizations made by the client, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

In order for MCCI to excel in customer service, the client must provide timely access to technical resources. The client must provide adequate technical support for all MCCI installation and support services. If the client does not have "in-house" technical support, it is the client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

SOFTWARE INSTALLATION

MCCI will install all software outlined herein. If additional software is needed to bring the site up to specifications, customer will be billed accordingly.

SITE PREPARATION

The Client site should be ready for installation according to specifications outlined within the Hardware section listed below. If site is not prepared and results in cancellation, delays, or rescheduling of an installation after MCCI has made travel arrangements, the client may incur expenses due to circumstances such as non-refundable airline tickets, training/install charges, hotel reservations, rental cars, etc.

ARCHIVE SERVICES BY MUNISCAN TERMS AND CONDITIONS

DOCUMENT STORAGE: MCCI's facilities contain secure rooms for hardcopy "work in progress" document storage that are designed to prevent damage from natural disasters. MCCI will arrange for the return of hardcopy documents to the client after completion of scanning. If documents reside at MCCI facilities for a period longer than 90 days after a request for delivery has been made, storage charges will apply. MCCI is not responsible for maintaining permanent archive and accepts no responsibility to loss of electronic data.

ENTERPRISE WIDE SCANNING SERVICES: In accordance with the terms and conditions as laid out here within, MCCI can provide any department in the organization with scanning services for documents other than those described in Section I of the pricing proposal. Costs will be based on the attached pricing schedule (Exhibit A). MCCI will consult with each department interested in beginning their own Muniscan project to determine individual scanning and indexing needs. For further information and instruction regarding this service please contact our Service Bureau Manager.

MICROFILM & FICHE CONVERSION SERVICES: MCCI offers electronic conversion services for microfilm, microfiche, and aperture cards. The Client will provide MCCI with data to be converted to electronic format. MCCI will extract the images contained on the film/fiche and migrate them to Laserfiche or to another industry standard format as requested by the Client. The images will be captured based upon the reduction ratio and threshold between the beginning and ending of new images on the original film. MCCI is not responsible for the accuracy of existing image quality, such as black borders, skewed images, blurring images, non-legible images, or other errors that are not controllable by MCCI. Unless otherwise specified in the project scope, MCCI will index by the roll/card number or unique identifier.

PROJECT TIMELINE: MCCI will complete and deliver the project within 90 days after receipt of documents. Should MCCI require additional time, the Client will be notified immediately. The delivery for routine updates to the database will be within 30 days.

PRICING: Charges apply on a per project basis and are dependent upon size and volume of documents. MCCI requires having the entire project in bulk, rather than in small quantities. Breaking the project into smaller quantities will affect the volume pricing, and additional charges per image may apply. A sample may be required prior to confirming large volume job pricing.

UNANTICIPATED DOCUMENT TYPES & SIZES: The prices quoted are made with the expectation that customer will properly prepare and annotate materials for scanning bureau use and that documents are consistent with the description provided in the scope of services. If documents are not as initially represented, additional charges will apply according to Exhibit A. MCCI will call for authorization to proceed with the project.

LASERFICHE SYSTEM CUSTOMERS: Due to requirements by Laserfiche systems regarding the importing of images and indexing information, it is highly recommended that Clients who already have a Laserfiche system have their documents scanned using only Laserfiche software. This will ensure that all associated indexing information will be properly retained after the importing of images into the Laserfiche system. MCCI has knowledge of the software versions, indexing requirements, and compatibility issues for each of our Laserfiche system clients. For these reasons, MCCI should be considered as a Sole Source provider for scanning services.

MCCI CERTIFIED PARTNERS: MCCI maintains MunisScan partnerships for the purpose of additional capacity and flexibility in meeting client expectations in the event MunisScan partners are used for a project, the management and support of the project is handled directly by MCCI.

ADDITIONAL SERVICES

As an additional service/product under this contract MCCI and MCCI can provide the following.

- Electronic Agenda and Legislative Management (Legistar). MCCI offers Legistar Software and related services which provides electronic automation and creation of Agendas.
- Document Scanning Services (MunisScan). MCCI offers scanning, indexing and integration of hard copy documents with Laserfiche Software to provide the Client with the most powerful index retrieval search engine available with the following features: intuitive browse window, index cards, and fuzzy logic.
- Contract Management Software (Contract Assistant). MCCI offers the Contract Assistant Software (developed by Bluebridge Software) which is a web based solution designed to provide control and automation of the contract management process.
- Code Supplement and Codification Services (MunCode). Municipal Code Corporation offers supplementation of existing Codes, Codification of Ordinances and Recodification of existing Codes. Our optional services include legal review, republishing, editorial and index work and electronic options (CD, Internet).
- Utility Billing Services (MunisBills). MCCA advantage offers billing, statement and remittance processing services as an additional benefit under this agreement. MCCA advantage, a subsidiary of MCCI, can provide the client with design, printing and mailing services for customer billing/statements of all types. These services also include remittance payment options, software and other billing solutions.

AGREEMENT EXTENDED TO OTHER GOVERNMENTAL UNITS

MCCI agrees to allow any other Government agency to purchase items, at the same terms, conditions and pricing as this contract during the period of time that this contract is in effect. Minor changes in terms and conditions may be negotiated by MCCI and participating Government agencies. Any orders issued against this agreement shall be the sole responsibility of the Government agency placing the order. It is understood that the Client shall incur no financial responsibility in connection with any purchase by another Government agency.

TRAVEL EXPENSES

If the client cancels or reschedules an installation after MCCI has made travel arrangements, travel expenses may be incurred due to circumstances such as non-refundable airline tickets, hotel reservations, rental cars, etc.

LIMITED LIABILITY

In no event shall MCCI's total liability to the client exceed the project fees paid to MCCI by the client.

FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

TERMINATION

The services provided in this agreement will be in full force and effect for a period of three (3) years from the date of shipment of the completed product to the organization. Thereafter, this agreement will be automatically renewed from year to year, provided that either party may alter or cancel the terms of this agreement upon sixty (60) days' written notice.

LASERFICHE EXPANSION ORDER

Quote 28199 (the **"Order"**) is entered into as of _____, (**"Order Effective Date"**), by and between MCCi and Client and is hereby incorporated into the Master Agreement and made a part thereof. If there is any conflict between a provision of the Master Agreement and this Order, the Master Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Master Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Order to be executed by their respective duly authorized representatives as of the Order Effective Date.

MCCi, LLC ("MCCi")

E-SIGNED by Sarah Haddock
on 2023-07-20 20:22:19 GMT
Signed: _____

Name: **Sarah Haddock**

Director of Sales Operations
Title: _____

Date: **July 20, 2023**

WILLIAMSON COUNTY ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

PRICING: LASERFICHE



3717 Apalachee Parkway, Suite 201
 Tallahassee, FL 32311
 850.701.0725
 850.564.7496 fax

Bill to: Tammy McCulley
tmcculley@wilco.org
Ship to: Inky Chandler-Mertz
ichandler@wilco.org
cc AP Contact: tmcculley@wilco.org;
ichandler@wilco.org; mbeteille@wilco.org;
ssimons@wilco.org

Client Name: Williamson County
Client Address: 301 SE Innerloop, Suite 105, Georgetown, TX 78626
Quote Number: 28199
Order Type: Expansion

Quote Date: July 18, 2023

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>BuyBoard #625-20</i>	<i>Annual Total</i>
<u>LASERFICHE ANNUAL SOFTWARE SUPPORT - BASIC</u>				
<input checked="" type="checkbox"/> Subscription Full Rights Keyed Concurrent User	15	\$333.33	\$300.00	\$4,500.00
<i>Laserfiche Annual Recurring Software Support Subtotal</i>				<i>\$4,500.00</i>
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION				<i>\$4,500.00</i>
<input checked="" type="checkbox"/> <i>Laserfiche Recurring Annual Support Proration for 9 Months</i>				<i>(\$1,125.00)</i>
TOTAL LASERFICHE COST				<i>\$3,375.00</i>

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCI may adjust its recurring annual services (services not related to 3rd party manufacturers) to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	<ul style="list-style-type: none">▪ Initial Sale: Upon delivery of software or activation of the subscription▪ Annual Renewal: 75 days in advance of expiration date

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) as such product(s) is integrated into the solution purchased by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LASERFICHE ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

LASERFICHE END USER LICENSE AGREEMENT (EULA)

By accepting this Order, Client acknowledges Laserfiche's EULA and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are applicable to actively supported perpetual software and are bundled with on-premises Subscription and Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. On-premises Subscription and Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Access to new product update versions and hotfixes
- Software credit eligibility for product upgrades, as determined by Laserfiche's then current policy
- Continued access to Client's Laserfiche solution*

** Specific to Laserfiche Cloud and Laserfiche on-premises Subscription licensed Clients*

POLICIES

- To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.
- All software support plan subscriptions are annual, prepaid and non-refundable
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf.
- For platform upgrades, software and support credit eligibility is determined by Laserfiche's then current policy. To receive any available software or support credit, Client's support plan must be active (i.e., support plan has not expired)
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e., prorating for less than four months may not be permissible due to the timing of renewal invoicing.)

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
- Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
- Perpetual software support plan: Access to the Laserfiche support website and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche.

- Laserfiche on-premises Subscription or Laserfiche Cloud: Access to Client's Laserfiche solution will be turned off after 30 days and Client's access to the Laserfiche support website, and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche. Laserfiche on-premises Subscription Clients must reactivate the on-premises Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.
- Reinstatement Fees: In order to receive uninterrupted support for perpetual on-premises Laserfiche Software Solutions, Client must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that Client's software support plan is expired for more than 45 days, the plan will need to be reinstated. Reinstatements reset the annual date of the software support plan, and the cost includes one year of the software support plan in addition to the Reinstatement Fee. The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired.

INTEGRATIONS

Third-party Laserfiche integrations or utilities may consume one (1) or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by Client and considered in the user licensing purchased.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to download software licenses and activations, process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

LASERFICHE RIO SHARED SERVICES PROVISIONS

The Host Entity is the owner of the Laserfiche licensing and is registered as such with MCCi and Laserfiche corporate. For Laserfiche corporate licensing rules, there can only be one licensed entity per Laserfiche Rio platform. Licensing is non-transferrable. Additionally, the Host Entity is responsible for cost allocation among the other entities that are utilizing its Laserfiche Rio Platform and for being the main point of contact for support provided through MCCi. The account can only be renewed once all entities have paid for the full LSAP.

Commissioners Court - Regular Session

16.

Meeting Date: 08/01/2023

Approval of Agreement for Oracle Database Security Audit and Assessment from Mythics, LLC for Information Services

Submitted For: Joy Simonton

Submitted By: Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement #2023252 between Williamson County and Mythics, LLC, in the amount of \$31,866.00 pursuant to Omnia Partners contract #R190801, and authorizing the execution of the agreement.

Background

Williamson County is running Oracle database and Oracle EBS modules – Financials and HR. The HR modules are integrated into other applications for cash management. The database is currently encrypted using Oracle Transparent Data Encryption (TDE). The County wants to utilize Mythics, LLC. consultants to learn if security and audit requirements are currently met or if further steps need to be taken. The estimated period of performance is expected to last 4 to 6 weeks, at which time a Security Assessment Report will be shared. Legal and Contract Audit have reviewed this agreement. Funding source is 01.0100.0503.004100 as per FY23 budget. Point of contact is Minnie Beteille.

Fiscal Impact

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

Attachments

Redacted Mythics SOW

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Misty Brooks
Final Approval Date: 07/27/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

07/26/2023 04:49 PM
07/27/2023 09:04 AM
Started On: 07/20/2023 01:23 PM



MYTHICS™

**ORACLE DATABASE SECURITY AUDIT & ASSESSMENT
FIRM FIXED PRICE STATEMENT OF WORK [REDACTED]**



Williamson County, TX

Proposal Date: July 12th, 2023

Submitted to:

Minnie Beteille, PMP
Technology Services Project Manager
(512) 943-1448
mbeteille@wilco.org

Submitted by:

Mythics, LLC
4525 Main Street, Ste. 1500, Virginia Beach, VA 23462
CAGE: 1TA34 | DUNS: 013358002

Harrison Land
Senior Account Manager | Consulting Sales
Voice: (757) 289-5263
Fax: (757) 412-1060
hland@mythics.com

“This SOW includes data that shall not be disclosed outside Client and shall not be duplicated, used, or disclosed - in whole or in part -- for any purpose other than to evaluate this SOW. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, Client shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit Client’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages of this SOW.”

Mythics has made every reasonable attempt to ensure that the information contained within this proposal is accurate, current, and properly sets forth the requirements as have been determined at the time of submission. The parties acknowledge and agree that the other party assumes no responsibility for errors that may be contained in or for misinterpretations that readers may infer from this document.

1. Project Background

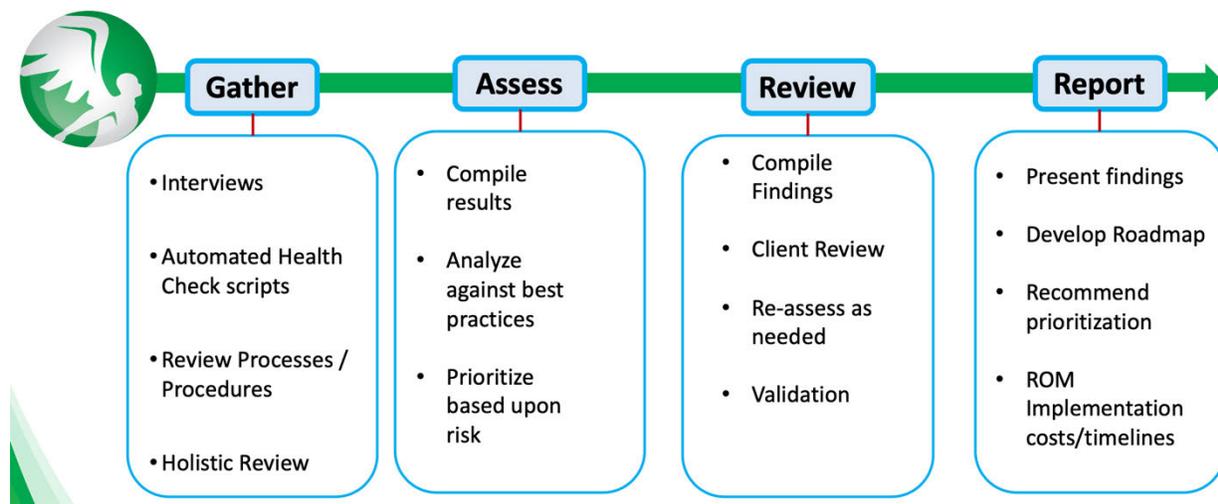
Williamson County is running Oracle database and Oracle EBS modules – Financials and HR. The HR modules are integrated into other applications for cash management. The database is currently encrypted using Oracle Transparent Data Encryption (TDE). The County wants to see if their security and audit requirements are currently met or if they need to take further steps.

2. Scope of Services

Mythics is proposing a firm fixed price consulting service to deliver the scope of work identified in the following paragraphs. The estimated period of performance is expected to last 4 to 6 weeks.

2.1 Security and Audit Assessment

Our Approach: Mythics has completed number of technical assessments and has developed a 4-step approach: Discover, Assess, Review, Report to conduct the assessments.



2.1.1 Gather/Discover

Through a series of workshop sessions, interviews, scripts and system reviews, Mythics will walk through the environment with the client. Mythics will gather information as it pertains to the assessment for review. This step will require active participation from the client and privileged access to the systems. Our delivery manager will work with the client to coordinate mutual times for the sessions to be conducted. Typical scripts, tools and reports that will be utilized include: DBSAT, AWR Reports, OVM Health and Monitor review, and standard OS metric reporting. In addition, the team will review operational procedures such as backups, DR and patch levels. Specific tasks/focus areas within the Discover phase include:

- Current security and audit gathering products implemented

- Security hardening overview for:
 - Security Vault
 - Database Vault
 - Key Vault
 - Audit Vault Database Firewall
- Development, Testing, and Deployment Standards, Processes, and Policies
- Current and Planned (within next 24 months) Oracle Software Versions and Patches
- Current Application and Services Landscape (in various phases of SDLC)
- Current and relevant technical and business priorities, goals, pain points, and initiatives
- Current means of collecting, measuring, and reporting on key performance indicators and metrics

2.1.2 Assess

Mythics will take the information gathered during our workshops and assess the implementation as it pertains to Oracle best practices. The team will note any anomalies and suggestions. The team will document any findings and develop a road map to improve overall system stability, performance, and security.

2.1.3 Review

Upon completing the assess stage, the Mythics team will compile our results and review the results with the client. The review will allow for the teams to clean up any outstanding items or gain clarification on any issues. During this step, Mythics will review the findings and assessment with the client. This will include the following tasks:

- Detailed recommendations and guidance for stabilizing and standardizing the environment by implementing best practices in each of the areas assessed
- Review Discovery, Assessment, and Recommendations with County team

2.1.4 Report

The Mythics team will compile a final recommendations document, statement of work and presentation to deliver to the client. This final report will contain the following project artifacts:

- “As-Is” current state of the Oracle environment
- “To-Be” target recommended Oracle Environment solutions
- Roadmap to achieve target state Oracle environment, including:
 - Recommendations which account for long-term and short-term cost savings, ease of migration, and continued ease of maintenance and administration

- Actionable Guidance
- High-Level Schedule/completion duration
- Associated Level of Effort and Estimated Costs
- Benefits to the County

3. Client Obligations

Engagement success relies heavily on client engagement. Mythics requires the following known activities, roles, and participation from client. Additional requests and requirements may surface during delivery and will be tracked by the Project Manager.

- Client Oracle DBAs: Will work with Mythics personnel to provide the necessary access to client databases as well as ensuring that proper client procedures & policies are followed for database changes.
- Client Server Operations/Systems Administrators: Will work with Mythics personnel to provide the necessary access to client servers. Provide system level configuration as needed.
- The client will readily make available staff members necessary to conduct a technical assessment.
- The client will share any pertinent documentation deemed necessary for completing the technical assessment.

4. Assumptions

Mythics will perform the services in the SOW under the parameters as stated. These include client responsibilities, and the client acknowledges that project duration and cost to the client under this SOW may be affected if any project parameters or client responsibilities are changed or not fully met.

- Client will provide Mythics proper remote access such as VPN, SSH, RDP, etc.
- Client will provide Mythics access to the business, client, and technical information necessary to execute the solution
 - Client is responsible for coordinating with other organizations and/or contractors to obtain the necessary information
 - Client will ensure that appropriate personnel are available to meet with Mythics, as necessary
- Out of Scope
 - Any item not listed under the scope of services is considered out of scope for this engagement

5. Deliverables and Payment

This is a firm fixed price contract based on the deliverable plan and payment schedule outlined below. All invoices are payable within thirty (30) days from receipt of valid invoice.

Deliverable Number	Deliverable Description	Deliverable Acceptance Trigger	Deliverable Cost
1	Security Assessment Report	Client Acceptance Form	\$31,866.00
Total			\$31,866.00

Mythics reserves the right to utilize any of the following labor categories to deliver the services defined within this SOW. Mythics has made every effort to accurately estimate the hours required to accomplish the defined scope.

Labor Category
Associate Consultant
Engagement Manager
Principal Consultant I
Principal Consultant II
Program Manager
Project Manager I
Project Manager II
Senior Consultant
Senior Principal Consultant
Senior Solution Architect
Solution Architect
Staff Consultant
Subject Matter Expert I
Subject Matter Expert II

Client hereby acknowledges and agrees that the offer of pricing and other terms set forth in this SOW shall expire on Cover page date +30 calendar days. The offer of pricing and other terms set forth in this SOW shall become effective and binding on Mythics and Client only upon the execution of this SOW by the parties on the date this agreement is fully executed.

If this Statement of Work or the Agreement provides for any onsite professional services, you must provide a safe and healthful workspace for all Mythics resources performing professional services at your site (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death, illness or serious physical harm, and a workspace that has proper ventilation, etc.). Additionally, due to the uncertainties of the evolving Covid-19 situation, all Mythics resources performing onsite professional services must be permitted and able to perform such services taking into consideration applicable laws and regulations, including those pertaining to health, safety and mobility (whether in the location of service delivery and/or the location of the personnel). If the provision of any onsite services is negatively impacted due to circumstances related to or arising from the Covid-19 situation, you agree to cooperate with Mythics in good faith to review such impact and, if necessary, amend any resource plans, work plans, service specifications, time schedules and the like, including possibly putting in place an infrastructure (e.g., VPN) to enable remote delivery of services. For the avoidance of doubt, this provision is without prejudice to the parties' rights and obligations under the force majeure clause of the applicable agreement.

6. Terms and Conditions

Mythics is submitting this proposal pursuant to the terms and conditions of Mythics' OMNIA Partners Region 4 Contract, R190801 and the professional services terms incorporated herein. Any additional terms amended to this order 1) must be mutually agreed to by the Parties, and 2) in the case of a conflict in the provisions of the Contract, the Region 4 Contract shall govern.

Warranty – Mythics warrants that the services will be provided in a professional manner consistent with industry standards. Client must notify Mythics of any warranty deficiencies within ninety (90) calendar days from performance of the services.

THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOR ANY BREACH OF THE WARRANTY, CLIENT'S EXCLUSIVE REMEDY, AND MYTHICS' ENTIRE LIABILITY, SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR IF MYTHICS CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO MYTHICS FOR THE DEFICIENT SERVICES.

Standard of Conduct - In rendering services under this Agreement, Mythics shall conform to the highest professional standards of work and business ethics. Mythics shall not use time, materials, or equipment of the Client without the prior written consent of the Client.

Payment, Interest and Late Payments. Client's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Client within thirty (30) days from the date the Client's Auditor receives an invoice. Interest charges for any late payments shall be paid by Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Client shall notify Mythics of the discrepancy. Following Client's notification of any discrepancy as to an invoice, Mythics must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to Client's Auditor. Client shall pay the invoice within thirty (30) days from the date the Client's Auditor receives the corrected or revised invoice. Client's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day after the Client's Auditor receives the corrected or revised invoice.

All payment or invoice inquires should be directed to the following points of contact:

Mythics, LLC
Accounts Receivable
4525 Main Street, Suite 1500

Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301

Virginia Beach, Virginia 23462
Attn: Patricia Holley
Telephone: 757-452-6291
Facsimile: 757-963-6198
Email: patholley@mythics.com

Georgetown, Texas 78626

Indemnification - Mythics covenants to fully indemnify, save and hold harmless Client, its officers, employees, and agents ("Indemnitees") against all liability, damage, loss, claims, demands and actions of any kind on account of personal injuries (including, without limiting the foregoing, workers' compensation and death claims), or property loss or damage of any kind, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with services or products provided by Mythics under this agreement which may be attributed to negligence by Mythics.

Term. The term of this Agreement shall commence upon the date of the last party's execution hereof and shall continue for six (6) weeks or until terminated pursuant to this Agreement.

Termination for Convenience. The Client may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Mythics. In the event of such termination, it is understood and agreed that only the amounts due to Mythics for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Client's termination of this Agreement for convenience.

Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

Intellectual Property Rights - All drawings, models, designs, formulas, methods, documents and tangible items prepared for and submitted to the Client by Mythics in connection with the services rendered under

this Agreement shall belong exclusively to the Client and shall be deemed to be works made for hire (the “Deliverable Items”). To the extent that any of the Deliverable Items may not, by operation of law, be works made for hire, Mythics hereby assigns to the Client the ownership of copyright or mask work in the Deliverable Items, and the Client shall have the right to obtain and hold in its own name any trademark, copyright, or mask work registration, and any other registrations and similar protection which may be available in the Deliverable Items. Mythics agrees to give the Client or its designees all assistance reasonably required to perfect such rights.

Notwithstanding the foregoing, Client acknowledges that, as part of performing the Services, Mythics may utilize proprietary software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques that have been originated or developed by Mythics or that have been purchased by or licensed to Mythics (collectively, the “Mythics’ Proprietary Materials”), including enhancements, modifications or additions that have been developed while Mythics has been performing the Services under this Agreement. Mythics grants the Client a perpetual, non-exclusive, worldwide, non-transferable license to use Mythics’ Proprietary Materials in connection with the Deliverables or the Services. Client agrees that Mythics shall retain sole and exclusive right, title and interest in and to Mythics’ Proprietary Materials.

IP Indemnification - If a third party makes a claim against you (“Recipient”), that any information, design, specification, instruction, software, data, or material (“Material”) furnished by Mythics (“Provider”), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider if the Recipient does the following:

- Notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice the claim, (or sooner if required by applicable law);
- gives the Provider sole control of the defense and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party’s intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and any unused, prepaid technical support fees you have paid for the license. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider’s user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Mythics will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services

not provided by Mythics. Mythics will not indemnify you for infringement caused by your actions against any third party if the program(s) as delivered to you and used in accordance with the terms of this agreement would not otherwise infringe any third-party intellectual property rights. Mythics will not indemnify you for any claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand or notice); or (2) your actions prior to the effective date of this agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

Limitation of Liability - UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, DATA, USE, OR SAVINGS) INCURRED BY EITHER PARTY, OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. MYTHICS' TOTAL LIABILITY UNDER THIS AGREEMENT, FOR ANY CAUSE OF ACTION WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CLIENT UNDER THE APPLICABLE STATEMENT OF WORK FROM WHICH SUCH LIABILITY ARISES.

Confidential Information - In performing consulting services under this Agreement, Mythics may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the Client. Mythics agrees that Mythics will not and Mythics' employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for the benefit of any person, entity or organization other than the Client, or disclose such Confidential Information without the written authorization of the President of the Client, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

"Confidential Information" means information, not generally known, and proprietary to the Client or to a third party for whom the Client is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Client, any vendor names, client and supplier lists, databases, management systems and sales and marketing plans of the Client, any confidential secret development or research work of the Client, or any other confidential information or proprietary aspects of the business of the Client. All information which Mythics acquires or becomes acquainted with during the period of this Agreement, whether developed by Mythics or by others, which Mythics has a reasonable basis to believe to be Confidential Information, or which is treated by the Client as being Confidential Information, shall be presumed to be Confidential Information.

Non-Solicitation - It is expressly agreed that neither Party will directly solicit, hire, consult, or otherwise contract with any employee(s) of the other Party who are associated with the investigation / marketing efforts and subsequent proposals, and/or contract/subcontract efforts called for under this Agreement during the course of this Agreement for a period of one (1) year thereafter without prior written consent of the other Party. This shall not prohibit one Party from hiring any employee of the other Party who

responds to (i) routine employment solicitations, or open house or job fair events, or (ii) widely distributed announcements of job openings.

Disputes – Disputes under this agreement shall be referred to the appropriate Client president, or their designee, and Mythics’ president, or their designee, thirty (30) days before either party may commence formal proceedings; provided however, that this provision shall not restrain either party from seeking injunctive or equitable relief.

When seeking to resolve a dispute, the party’s designated executives shall consider the types and impacts of the disputed matters, the effect of the dispute on the Program and Client’s success as awardee, the cost to both parties of resolving the dispute and the practical effects on the business of each party resulting from the resolution or failure to resolve any such dispute.

In the event that the designated executives are unable to resolve a dispute in the required time or longer, if extended by the mutual agreement of the parties, either party may then submit the matter for formal proceedings which may include litigation or alternate dispute resolution.

In the event litigation is necessary to enforce any provision of or resolve any dispute arising out of this Agreement, the Parties agree that any proceeding relating to or arising from the Agreement shall be heard and litigated exclusively in a state or federal court located in Williamson County, Texas. Each party hereto consents to the personal jurisdiction in any such action brought in any such court, consents to service of process by registered mail upon each party’s designated legal counsel and waives any objection to venue in any such courts and any claim that any such court is an inconvenient forum. During this process, each party will continue performing its obligations under this agreement.

Governing Law - This Agreement shall be governed and construed in accordance with the laws of the Williamson County, Texas without giving effect to such State’s principles of conflicts of laws and the laws of the United States of America. Any claim or cause of action arising out of or connected with this Agreement shall be brought exclusively in Williamson County, Texas. The parties consent to submit to the personal jurisdiction of such courts and waive any and all objections to such jurisdiction and venue.

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. When required, Mythics shall furnish Client with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

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.

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 Client, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Client 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.

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

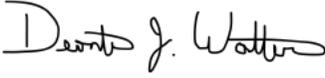
Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Client shall have the right to terminate this Agreement at the end of any Client fiscal year if the governing body of Client does not appropriate sufficient funds as determined by Client's budget for the fiscal year in question. Client may affect such termination by giving written notice of termination at the end of its then-current fiscal year.

Modification - No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

Force Majeure - Neither party shall be liable to the other for any loss, claim or damage as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from: acts of the government; acts of God; acts of third persons; strikes, embargoes, delays in the mail, transportation and delivery; power failures and shortages; fires; floods; epidemics and unusually severe weather conditions; or other causes which do not result from the fault or negligence of such party.

7. Signatures

IN WITNESS WHEREOF, the parties have caused this SOW to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this SOW duly authorized by all necessary and appropriate legal action to commit the organization he represents to the terms and conditions of this SOW.

Accepted by:	Williamson County, TX	Mythics, LLC
Name: Title: <i>(Authorized Signatory)</i>		Deonte J. Watters, CCMAP Vice President, Business Operations
Signature:		
Mailing Address:		Mythics, LLC 4525 Main Street, Suite 1500 Virginia Beach, VA 23462
Date:		7/24/2023
Phone:		(757) 412-4362
Email:		ConsultingContracts@mythics.com

Commissioners Court - Regular Session

17.

Meeting Date: 08/01/2023

Authorize Issuing Advertisement for IFB #23IFB99 EMS Medical Supplies for Emergency Medical Services

Submitted For: Joy Simonton

Submitted By: Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive bids for EMS Medical Supplies under IFB #23IFB99.

Background

Williamson County is seeking qualified vendors to provide medical supplies for Williamson County EMS. Contract will go into effect October 01, 2023 for three (3) fiscal years (October – September) with two (2) one (1)-year renewals. Funding source is 01.0100.0540.003200 and 01.0100.0540.003307. Department point of contact is Kirk Becker.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Gretchen Glenn
Final Approval Date: 07/27/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

07/26/2023 04:33 PM
07/27/2023 09:49 AM
Started On: 07/25/2023 10:05 AM

Commissioners Court - Regular Session

18.

Meeting Date: 08/01/2023

Authorize Issuing IFB #23IFB100 Medical Grade Oxygen for EMS Department

Submitted For: Joy Simonton

Submitted By: Dolores Donaldson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Medical Grade Oxygen, under IFB #23IFB100.

Background

Williamson County is seeking qualified vendors to provide EMS Medical Grade Oxygen. Williamson County EMS uses medical grade oxygen in the delivery of patient care. The budgeted amount is \$517,030.00. The Funding Source is 01.0100.0540.003200 and the point of contact is Kirk Becker.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Dolores Donaldson

Final Approval Date: 07/27/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

07/26/2023 04:27 PM

07/27/2023 09:51 AM

Started On: 07/26/2023 08:24 AM

Commissioners Court - Regular Session

19.

Meeting Date: 08/01/2023

Approval of Renewal #2 for Contract RFP #T1289 Landscaping for Parks with Heart of Texas Landscape and Irrigation Co. for Parks Department

Submitted For: Joy Simonton

Submitted By: Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Contract #T1289 Landscaping for Williamson County Parks Contract Renewal Period #2, for the same pricing, terms and conditions as the existing contract with Heart of Texas Landscape and Irrigation Co. for the term of October 1, 2023 - September 30, 2024.

Background

This is the second (2nd) renewal period for this contract. The Parks Department requests this renewal. The annual contract amount consists of the base cost \$123,255 plus \$105,758.00 of approved properties for a total annual cost of \$229,013.00. Funding source 01.0100.0510.003541. Department point of contact is Russell Fishbeck.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

- Renewal #2 Form and Price Tab
- Renewal #1 Form and Price Tab
- Original Award Summary

Form Review

Inbox

Purchasing (Originator)
 County Judge Exec Asst.
 Form Started By: Kim Chappius
 Final Approval Date: 07/27/2023

Reviewed By

Joy Simonton
 Becky Pruitt

Date

07/27/2023 10:41 AM
 07/27/2023 11:09 AM
 Started On: 07/11/2023 11:19 AM



Summary Agreement for Renewal of Williamson County Contract

Contract Number:	T1289	Department:	PARKS
Vendor Name:	HEART OF TEXAS LANDSCAPE & IRRIGATION CO.		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #2 FOR PARKS LANDSCAPING			
Type of Contract:	RFP	Start Date:	10/01/2023
Purchasing Contact:	KIM CHAPPIUS	End Date:	09/30/2024
Department Contact:	RUSSELL FISHBECK (PARKS DIRECTOR)		
<ul style="list-style-type: none"> Williamson County wishes to extend this bid/proposal Williamson County wishes to extend this bid/proposal for same price and/or price increase (as detailed in the attached spreadsheet) and same terms and conditions as the existing contract with Heart of Texas Landscape & Irrigation Co. PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> COMPLETED 1295 FORM; AND RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL. Extend Contract for the 2nd of four (4) one-year renewal option periods: 			
Renewal Option Period 2	OCTOBER 1, 2023 – September 30, 2024		
Renewal Option Period 1	OCTOBER 1, 2022 – September 30, 2023		
Initial Contract Period	OCTOBER 1, 2020 – September 30, 2022		
<p align="center">HEART OF TEXAS Landscape & Irrigation Co., Inc. P.O. Box 1236 Belton, Texas 76513</p>			
<p>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE</p>			
Vendor _____	Williamson County, 710 Main St., Georgetown, TX 78626		
Name <u>Benjamin Pamplin</u>	Bill Gravell, Jr		
Title <u>owner</u>	Williamson County Judge		
Signature <u>[Signature]</u>	Signature _____		
Date <u>7-5-23</u>	Date _____		

T1289-Landscape Services for Williamson County Parks

Location	Price
1. General Services Sports Fields Turf	\$20,655.00
2. Southwest Williamson County Regional Park	\$102,600.00
3. Williamson County Regional Park - Cricket Field	\$1,924.00
4. Williamson County Regional Park – Commons Area	\$2,025.00
5. Champion Park located at 3830 Brushy Creek Road, Cedar Park, TX 78613	\$12,825.00
6. Brushy Creek Trail – Bridge over Brushy Creek at Twin Lakes Park to HWY 183A Bridge and East end of dam at Brushy Creek Lake Park to Champion Park	\$3,156.00
7. Lake Creek Trail located at 9505 Braes Valley, Austin, TX 78729	\$7,375.00
8. County Road 175 median, Round Rock, TX 78681	\$6,868.00
9. Berry Springs Park & Preserve located 1801 CR 152, Georgetown, TX 78626	\$10,935.00
10. Williamson County Regional Park – Disc Golf Course (fairways & pathways only)	\$3,645.00
11. Brushy Creek Trail Alternate Route – NW of Champion Park and along Brushy Creek Road	\$743.00
12. Expo Center located at 5850 Bill Pickett, Taylor, TX 76574	\$10,632.00
13. River Ranch County Park at 194 Reveille Way, Liberty Hill, TX 78642	\$29,700.00
14. Williamson County Regional Park – Fire Break	\$8,100.00
15. Expo Center RV Park	\$5,400.00
16. Berry Spring East Grove	\$2,025.00
17. Berry Spring Irrigated Trees	\$405.00
TOTAL	\$229,013.00



Summary Agreement for Renewal of Williamson County Contract

Contract Number:	T1289	Department:	PARKS
Vendor Name:	HEART OF TEXAS LANDSCAPE & IRRIGATION CO.		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 FOR PARKS LANDSCAPING			
Type of Contract:	RFP	Start Date:	10/01/2022
Purchasing Contact:	KIM CHAPPIUS	End Date:	09/30/2023
Department Contact:	RUSSELL FISHBECK (PARKS DIRECTOR)		
<ul style="list-style-type: none"> Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract. PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> COMPLETED 1295 FORM; AND RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL. Extend Contract for the 1ST of FOUR (4) year renewal option periods: 			
Renewal Option Period 1	OCTOBER 1, 2022 – September 30, 2023		
Initial Contract Period	OCTOBER 1, 2020 – September 30, 2022		
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE			
Vendor <u>Heart of Texas Landscape</u>	Williamson County, 710 Main St., Georgetown, TX 78626		
Name <u>Dustin Finch</u>	Bill Gravell, Jr		
Title <u>Asst. mgr/agency</u>	Williamson County Judge		
Signature <u>[Signature]</u>	Signature <u>[Signature]</u>		
Date <u>8/23/22</u>	Date <u>Aug 31, 2022</u>		



T1289-Landscape Services for Williamson County Parks

Location	Price
1. General Services Sports Fields Turf	\$20,655.00
2. Southwest Williamson County Regional Park	\$102,600.00
3. Williamson County Regional Park - Cricket Field	\$1,924.00
4. Williamson County Regional Park – Commons Area	\$2,025.00
5. Champion Park located at 3830 Brushy Creek Road, Cedar Park, TX 78613	\$12,825.00
6. Brushy Creek Trail – Bridge over Brushy Creek at Twin Lakes Park to HWY 183A Bridge and East end of dam at Brushy Creek Lake Park to Champion Park	\$3,156.00
7. Lake Creek Trail located at 9505 Braes Valley, Austin, TX 78729	\$7,375.00
8. County Road 175 median, Round Rock, TX 78681	\$6,868.00
9. Berry Springs Park & Preserve located 1801 CR 152, Georgetown, TX 78626	\$10,935.00
10. Williamson County Regional Park – Disc Golf Course (fairways & pathways only)	\$3,645.00
11. Brushy Creek Trail Alternate Route – NW of Champion Park and along Brushy Creek Road	\$743.00
12. Expo Center located at 5850 Bill Pickett, Taylor, TX 76574	\$10,632.00
13. River Ranch County Park at 194 Reveille Way, Liberty Hill, TX 78642	\$29,700.00
14. Williamson County Regional Park – Fire Break	\$8,100.00
15. Expo Center RV Park	\$5,400.00
16. Berry Spring East Grove	\$2,025.00
17. Berry Spring Irrigated Trees	\$405.00
TOTAL	\$229,013.00

Agenda Item #17, CC 8.30.22 Approval of Renewal #1 for T1289 Parks Landscaping with Heart of Texas (Kim)

Final Audit Report

2022-08-31

Created:	2022-08-31
By:	Kim Chappius (kim.chappius@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzY7z2HLXZyWmC8rJ7erQ-UNWOAWB1qCi

"Agenda Item #17, CC 8.30.22 Approval of Renewal #1 for T1289 Parks Landscaping with Heart of Texas (Kim)" History

 Document created by Kim Chappius (kim.chappius@wilco.org)

2022-08-31 - 4:27:15 PM GMT- IP address: 66.76.4.65

 Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature

2022-08-31 - 4:28:06 PM GMT

 Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)

2022-08-31 - 4:33:06 PM GMT- IP address: 66.76.4.65

 Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)

2022-08-31 - 4:39:07 PM GMT- IP address: 66.76.4.65

 Document emailed to Bill Gravell (bgravell@wilco.org) for signature

2022-08-31 - 4:39:07 PM GMT

 Email viewed by Bill Gravell (bgravell@wilco.org)

2022-08-31 - 5:37:45 PM GMT- IP address: 66.76.4.65

 Document e-signed by Bill Gravell (bgravell@wilco.org)

Signature Date: 2022-08-31 - 5:38:26 PM GMT - Time Source: server- IP address: 66.76.4.65

 Agreement completed.

2022-08-31 - 5:38:26 PM GMT



Award advice

Awarding advice: T1289 RFP Landscape Services for Williamson County Parks

1. Offers

The request RFP Landscape Services for Williamson County Parks has taken place and several offers have been submitted. Questions were posed by several participating suppliers on the request for quotation. These questions were answered to all suppliers through the Questions & Answer module. Ultimately, before the specified date of 25 Aug 2020 (Tue), 3:00 PM, offers were received from the following suppliers:

	Offer ID	Name	Submitted
1	OF3089	Heart of Texas Landscape and Irrigation Co. By: Heart of Texas Landscape and Irrigation Co.	21 Aug 2020 (Fri), 7:44:46 AM
2	OF3133	Unity Contractor Services, Inc. By: Unity Contractor Services, Inc.	25 Aug 2020 (Tue), 12:47:28 PM

2. First selection

The quotations received were first tested against the requirements regarding the supplier and the order included in the quotation request. The following parties were dropped:

The other suppliers met all requirements.

3. Evaluation

The tenders were reviewed by Evaluators:

4. Result

Rank	Suppliers	Score	Price score	Price
1	Heart of Texas Landscape and Irrigation Co.	93.33	0	\$ 123,255.00
	Alternates:			\$105,758.00
	Total Bid:			\$229,013.00
2	Unity Contractor Services, Inc.	92.78	0	\$ 93,552.00
	Alternates:			\$125,898.00
	Total Bid:			\$219,450.00

5. Award advice

Based on the evaluation, the following offer has been selected as the best. This supplier offers the best price / performance ratio.
Heart of Texas Landscape and Irrigation Co.



Commissioners Court - Regular Session

20.

Meeting Date: 08/01/2023

Approval of Renewal #3 for Contract #T2104 Irrigation Maintenance and Repair Services with American Irrigation Repair LLC for Facilities Management

Submitted For: Joy Simonton

Submitted By: Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension to Contract #T2104 Irrigation Maintenance and Repair Services contract renewal period #3 with American Irrigation Repair LLC for the same terms and conditions as the existing contract per attached documentation and spreadsheet, for the 12-month term of October 1, 2023 through September 30, 2024.

Background

This is a continuation of contract under renewal option #3. The Facilities Management Department has confirmed the vendor met all the County requirements on this contract and requests renewal. Funding Sources: Facilities Dept. Lawn Service 01.0100.0509.004810; Maintenance Services 01.0100.0509.004500; Animal Shelter Maintenance Contracts 01.0545.0545.004500; Facility Maintenance and Repair 01.0545.0545.004510. Department point of contacts are Shantil Moore and Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

- Renewal #3 Form and Price Tab
- Renewal #2 Form and Price Tab
- Renewal #1 Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	07/27/2023 09:05 AM
County Judge Exec Asst.	Becky Pruitt	07/27/2023 09:45 AM
Form Started By: Kim Chappius		Started On: 07/05/2023 03:10 PM
Final Approval Date: 07/27/2023		



Summary Agreement for Renewal of Williamson County Contract

Contract Number:	T2104	Department:	FACILITIES MANAGEMENT								
Vendor Name:	AMERICAN IRRIGATION REPAIR LLC										
Purpose/Intended Use of Product or Service (summary): RENEWAL #3 FOR IRRIGATION MAINTENANCE & REPAIR SERVICES											
Type of Contract:	RFP	Start Date:	10/01/2023								
Purchasing Contact:	KIM CHAPPIUS	End Date:	9/30/2024								
Department Contact:	CHRISTI STROMBERG AND SHANTIL MOORE										
<ul style="list-style-type: none"> Williamson County wishes to extend this bid/proposal for same price and/or price increase (as detailed in the attached spreadsheet) and same terms and conditions as the existing contract with American Irrigation Repair LLC. PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> COMPLETED 1295 FORM; AND RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL. Extend Contract for the 3rd of four (4) one (1) year renewal option periods: <table> <tr> <td>Renewal Option Period 3</td> <td>OCTOBER 1, 2023 – SEPTEMBER 30, 2024</td> </tr> <tr> <td>Renewal Option Period 2</td> <td>OCTOBER 1, 2022 – SEPTEMBER 30, 2023</td> </tr> <tr> <td>Renewal Option Period 1</td> <td>OCTOBER 1, 2021 – SEPTEMBER 30, 2022</td> </tr> <tr> <td>Initial Contract Period</td> <td>OCTOBER 1, 2019 – SEPTEMBER 30, 2020</td> </tr> </table> 				Renewal Option Period 3	OCTOBER 1, 2023 – SEPTEMBER 30, 2024	Renewal Option Period 2	OCTOBER 1, 2022 – SEPTEMBER 30, 2023	Renewal Option Period 1	OCTOBER 1, 2021 – SEPTEMBER 30, 2022	Initial Contract Period	OCTOBER 1, 2019 – SEPTEMBER 30, 2020
Renewal Option Period 3	OCTOBER 1, 2023 – SEPTEMBER 30, 2024										
Renewal Option Period 2	OCTOBER 1, 2022 – SEPTEMBER 30, 2023										
Renewal Option Period 1	OCTOBER 1, 2021 – SEPTEMBER 30, 2022										
Initial Contract Period	OCTOBER 1, 2019 – SEPTEMBER 30, 2020										
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE											
Vendor <u>American Irrigation Repair LLC</u>	Williamson County, 710 Main St., Georgetown, TX 78626										
Name <u>Justin Wilson</u>	Bill Gravell, Jr										
Title <u>Manager</u>	Williamson County Judge										
Signature <u></u>	Signature _____										
Date <u>6/30/23</u>	Date _____										

T2104 RFP Irrigation Maintenance and Repair Services

Property	Quarterly Inspections, System Checks and Maintenance Cost FY20	Total Annual Maintenance (Quarterly cost x4)	Annual Backflow Inspection & Reporting Cost	Total Annual Cost	Quarterly Inspections, System Checks and Maintenance Cost FY23/24	Total Annual Maintenance (Quarterly cost x4)	Annual Backflow Inspection & Reporting Cost	Total Annual Cost
1032 – Cedar Park	249	996	87	1083	284	1136	97	1233
1026 – CMF	333	1332	87	1419	379	1516	97	1613
1064- CAC	221	884	87	971	251	1004	97	1101
1000- Courthouse	249	996	87	1083	284	1136	97	1233
1071- ESOC	333	1332	87	1419	379	1516	97	1613
1047 – EXPO	249	996	75	1071	284	1136	97	1233
Expo RV park	0	0	0	0	94	376	97	473
1063- Facilities	124	496	87	583	141	564	97	661
1080 – GTA	333	1332	87	1419	379	1516	97	1613
1051- Tax Office	83	332	87	419	94	376	97	473
1043 – ILoop	333	1332	87	1419	379	1516	97	1613
1043-ILoop CY	83	332	87	419	94	376	97	473
1062- Hutto	166	664	75	739	188	752	97	849
1046- Jail/PG	277	1108	87	1195	315	1260	97	1357
1066 – Jester	610	2440	87	2527	695	2780	97	2877
1048 – JP4	111	444	87	531	126	504	97	601
1009 – Justice Center	222	888	87	975	252	1008	97	1105
1045- JJC	721	2884	87	2971	822	3288	97	3385
1077 – NC	333	1332	87	1419	379	1516	97	1613
1005/1006-RR	124	496	87	583	141	564	97	661
1008 – SO	83	332	87	419	94	376	97	473
1075- SOTC	124	496	87	583	141	564	97	661
1033 – Taylor	124	496	75	571	141	564	97	661
1073- TX Ave	111	444	87	531	126	504	97	601
1090-Bob Phillips Bldg	0	0	0	0	94	376	97	473
WCRAS	333	1332	87	1419	379	1516	97	1613
TOTAL				25768				30262

Labor Rates/Parts	Cost (licensed technician / laborer) Original Awarded (2019)	Cost (licensed technician / laborer) FY23/24
Repair/Service Call Labor rate only	64.50/46.20	74 / 53
Emergency Repair – Business Hours	84.50/66.20	96 / 76
Emergency Repair – After House/Nights	104.50/86.20	119 / 98
Labor Rate for Minor Installations	64.50/46.20	74 / 53
Parts to be charged at: (% discount off list price)	25	25



Summary Agreement for Renewal of Williamson County Contract

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

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

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

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

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

Williamson County, 710 Main St., Georgetown, TX 78626
 Bill Gravell, Jr
 Williamson County Judge
 Signature [Signature]
 Date Jul 28, 2022



Purchasing Department

WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE

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

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

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

T2104 RFP Irrigation Maintenance and Repair Services

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

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

Agenda item #19, CC 7.26.22 Approval for Renewal #2 T2104 Irrigation Maintenance and Repair American Irrigation Repairs (Kim)

Final Audit Report

2022-07-28

Created:	2022-07-27
By:	Kim Chappius (kim.chappius@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI0uwOTAMnSJZDCU6pF0DAZxVgS0CZX3J

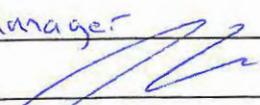
"Agenda item #19, CC 7.26.22 Approval for Renewal #2 T2104 Irrigation Maintenance and Repair American Irrigation Repairs (Kim)" History

-  Document created by Kim Chappius (kim.chappius@wilco.org)
2022-07-27 - 2:49:54 PM GMT- IP address: 66.76.4.65
-  Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2022-07-27 - 2:50:33 PM GMT
-  Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2022-07-28 - 1:27:02 PM GMT- IP address: 66.76.4.65
-  Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2022-07-28 - 1:27:14 PM GMT- IP address: 66.76.4.65
-  Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2022-07-28 - 1:27:14 PM GMT
-  Email viewed by Bill Gravell (bgravell@wilco.org)
2022-07-28 - 3:32:06 PM GMT- IP address: 66.76.4.65
-  Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2022-07-28 - 3:32:18 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Agreement completed.
2022-07-28 - 3:32:18 PM GMT





Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	Department:	Williamson County- Facilities				
Vendor Name:	American Irrigation Repair LLC						
Vendor Address:	3560 E University Avenue, Georgetown, TX 78626						
Purpose/Intended Use of Product or Service (summary):							
Irrigation Maintenance and Repair Services							
P.O./Contract Number:	T2104	Effective Date:	10/01/2021				
Purchaser/Contract Specialist:	Dianne West	Expiration Date:	09/30/2022				
Requested By:	Christi Stromberg, Assistant Facilities Director						
Detailed description of renewal of product and/or service.							
<ul style="list-style-type: none"> • Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract with American Irrigation Repair, LLC for Irrigation Maintenance and Repair Services, with the exception of incorporating the U.S. Bureau of Labor Statistics CPI Summary, dated 11 August 2021, that increases service category rates under contract, for the renewal period 1 term of October 1, 2021 through September 30, 2022. • PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> - Completed Texas Ethics Commission FORM 1295; AND - Renewed Certificate of Insurance • Extend Contract for the 1st of four (4) one year renewal option periods: <table style="margin-left: 20px; width: 80%;"> <tr> <td style="width: 30%;">Renewal Option Period 1</td> <td>October 01, 2021 – September 30, 2022</td> </tr> <tr> <td>Initial Contract Period</td> <td>October 01, 2019 – September 30, 2021</td> </tr> </table> 				Renewal Option Period 1	October 01, 2021 – September 30, 2022	Initial Contract Period	October 01, 2019 – September 30, 2021
Renewal Option Period 1	October 01, 2021 – September 30, 2022						
Initial Contract Period	October 01, 2019 – September 30, 2021						
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN							
Vendor <u>American Irrigation Repair</u>	Williamson County, 710 Main St., Georgetown, TX 78626						
Name <u>Justin Wilson</u>	Bill Gravell						
Title <u>Manager</u>	Williamson County Judge						
Signature 	Signature 						
Date <u>9/7/2021</u>	Date <u>Sep 15, 2021</u>						

Commissioners Court - Regular Session

21.

Meeting Date: 08/01/2023

Brushy Creek Trail Extension Along Hairy Man Rd (P551) – WA1-SWA3 RVi

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 Supplemental Work Authorization 3 to Work Authorization No. 1 under Williamson County Contract between RVE, Inc., dba RVi Planning + Landscape Architecture and Williamson County, dated August 4, 2020, for Planning, Design and Engineering Services. This is a time extension only contract for a termination date of August 1, 2023. Funding Source is P551.

Background

This supplemental agreement modifies the termination date to August 1, 2023. Point of contact is Trenton Jacobs, County Architect. Funding source is P551.

Fiscal Impact

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

Attachments

WA1-SWA3

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzo

Final Approval Date: 07/27/2023

Reviewed By

Hal Hawes

Becky Pruitt

Date

07/26/2023 09:56 AM

07/27/2023 09:53 AM

Started On: 07/26/2023 09:49 AM



**SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 1**

PROJECT: Brushy Creek Trail Extension Along Hairy Man Rd. ("Project")

**PLANNER/ LANDSCAPE
ARCHITECT/ ARCHITECT/
ENGINEER:**

**RVE, Inc. dba
RVi Planning + Landscape Architecture** ("A/E")
Peter Dufrene, Associate Principal
1611 W. 5th St., Suite 175
Austin, TX 78703

COUNTY'S DESIGNATED

REPRESENTATIVE: Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS SUPPLEMENTAL WORK AUTHORIZATION NO. 3 TO WORK AUTHORIZATION NO. 1, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of the **Agreement for Planning, Design and Engineering Services**, by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

RECITALS

WHEREAS, County and A/E previously executed the **Agreement for Planning, Design and Engineering Services** being dated effective **August 4, 2020** ("Agreement");

WHEREAS, County and A/E previously executed Work Authorization No. 1 on August 4, 2020;

WHEREAS, County and A/E previously executed Supplemental Work Authorization No. 1 to Work Authorization No. 1 on May 18, 2021;

WHEREAS, County and A/E previously executed Supplemental Work Authorization No. 2 to Work Authorization No. 1 on June 22, 2022;

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to further supplement Work Authorization No. 1 to **extend the time to complete Basic Services**; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL WORK AUTHORIZATION

NOW, THEREFORE, premises considered, County and A/E agree that Work Authorization No. 1 is further modified and amended as follows:

ARTICLE 1 SCOPE OF BASIC SERVICES

Article 1 of Supplemental Work Authorization No. 2 to Work Authorization No. 1, including its attachments, shall remain in full force and effect without modification.

ARTICLE 2 COMPENSATION FOR BASIC SERVICES

Article 2 of Supplemental Work Authorization No. 2 to Work Authorization No. 1, including its attachments, shall remain in full force and effect without modification.

ARTICLE 3 TIME FOR PERFORMANCE OF BASIC SERVICES

The termination date for Work Authorization No. 1 shall be modified to **August 01, 2023**.

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Basic Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

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

A/E:
RVE, Inc. dba
RVi Planning + Landscape Architecture

COUNTY:
Williamson County, Texas

By: DREW CARMAN
Signature

By: _____
Signature

Drew Carman
Printed Name
Director of Park Planning & Design
Title

Printed Name
Title

Date Signed: 7/25/2023

Date Signed: _____

Commissioners Court - Regular Session

22.

Meeting Date: 08/01/2023

Alliance 2576 WA4 Transportation Planning

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 4 in the amount of \$600,000.00 to expire on October 1, 2023 under Williamson County Contract for Engineering Services between Alliance Transportation Group, Inc. and Williamson County dated May 10, 2020 for Transportation Planning, Modeling and Studies. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

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

Attachments

Alliance 2576 WA4 Transportation Planning

Form Review

Inbox

Hal Hawes
 Infrastructure Department (Originator)
 Hal Hawes
 County Judge Exec Asst.
 Form Started By: Vicky Edwards
 Final Approval Date: 07/27/2023

Reviewed By

Hal Hawes
 Vicky Edwards
 Hal Hawes
 Becky Pruitt

Date

07/26/2023 02:34 PM
 07/26/2023 03:00 PM
 07/26/2023 03:10 PM
 07/27/2023 09:52 AM
 Started On: 07/26/2023 09:01 AM

WORK AUTHORIZATION NO. 4

PROJECT: Transportation Planning, Modeling and Studies

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 10, 2020 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Transportation Group, Inc. (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$600,000.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on October 1, 2023. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED: _____

ENGINEER:

Alliance Transportation Group, Inc.

By:  _____
Signature

Mike Heath
Printed Name

President
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Bill Gravell, Jr.
Printed Name

County Judge
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and will provide timely reviews and decisions necessary to enable the Engineer to maintain an agreed upon project schedule.

Attachment B - Services to be Provided by Engineer

Tasks 1 – 5 on Exhibit B, of contract between Williamson County and Alliance Transportation Group, Inc. dated March 20, 2020, to support transportation planning, modeling and studies.

Attachment C - Work Schedule

Alliance Transportation Group, Inc. will provide a work schedule for the assigned tasks.

Attachment D - Fee Schedule

Please see next pages.

Alliance Transportation Group

Labor Classification	Labor Rate	L016 CPI ADJ
Project Principal	\$ 290	294
Senior Project Manager	\$ 274	278
Project Manager	\$ 248	252
Senior Engineer	\$ 213	216
Project Engineer	\$ 194	197
Traffic Engineer	\$ 162	163
Engineer-In-Training	\$ 125	127
Senior Engineering Technician	\$ 145	147
Engineering Technician	\$ 105	107
Jr Engineering Technician	\$ 65	66
Project Administrator	\$ 109	111
Clerical	\$ 86	87
Planner /II	\$ 105	107
Planner III	\$ 135	137
Travel Demand Modeler /II	\$ 140	142
Travel Demand Modeler III	\$ 180	183
Sr Travel Demand Modeler/Planner	\$ 213	216

DIRECT EXPENSES - Alliance Transportation Group

Description	Unit	Cost/Unit
Photocopies B/W (8 1/2" x 11")	each	\$ 0.25
Photocopies B/W (11" x 17")	each	\$ 0.50
Photocopies Color (8 1/2" x 11")	each	\$ 1.00
Photocopies Color (11" x 17")	each	\$ 2.00
Plots (B/W on Bond)	square foot	\$ 6.00
Plots (Color on Bond)	square foot	\$ 8.00
CDs	each	\$ 0.50

CobbFendley

Traffic Engineering	
Labor Classification	Labor Rate
Senior Engineer V or Principal	\$ 290.00
Senior Engineer IV or Project Manager V	\$ 270.00
Senior Engineer III or Project Manager IV	\$ 235.00
Senior Engineer II or Project Manager III	\$ 220.00
Senior Engineer I or Project Manager II	\$ 195.00
Engineer III or Project Manager I	\$ 170.00
Engineer II	\$ 150.00
Engineer I	\$ 125.00
Graduate Engineer	\$ 105.00
Senior Technician III (GIS, Telecom, Utility, CAD, Field)	\$ 165.00
Senior Technician II (GIS, Telecom, Utility, CAD, Field)	\$ 145.00
Senior Technician I (GIS, Telecom, Utility, CAD, Field)	\$ 125.00
Technician III (GIS, Telecom, Utility, CAD, Field)	\$ 100.00
Technician II (GIS, Telecom, Utility, CAD, Field)	\$ 80.00
Technician I (GIS, Telecom, Utility, CAD, Field)	\$ 60.00
Construction Manager III	\$ 280.00
Construction Manager II	\$ 230.00
Construction Manager I	\$ 185.00
Construction Observer III	\$ 155.00
Construction Observer II	\$ 130.00
Construction Observer I Sr Right-of-Way Agent III or ROW Project Manager III	\$ 250.00
Sr Right-of-Way Agent II or ROW Project Manager II	\$ 200.00
Sr Right-of-Way Agent I or ROW Project Manager I	\$ 180.00
Right-of-Way Agent III or ROW Attorney	\$ 160.00
Right-of-Way Agent II	\$ 140.00
Right-of-Way Agent I	\$ 110.00
Right-of-Way Technician	\$ 100.00
Administrative	\$ 105.00
Clerical	\$ 80.00
Field Data Device	\$40.00/unit

Subsurface Utility Engineering	
Labor Classification	Labor Rate
Two-Man Designating Crew (4-Hour Minimum)	\$ 170.00
One-Man Designating Crew (4-Hour Minimum)	\$ 110.00
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum)	\$ 315.00
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 8000) (4-Hour Minimum)	\$ 295.00
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	\$ 260.00

Survey	
Labor Classification	Labor Rate
Licensed State Land Surveyor	\$ 235.00
Senior Registered Professional Land Surveyor	\$ 210.00
Registered Professional Land Surveyor	\$ 170.00
4 Person Survey Crew	\$ 190.00
3 Person Survey Crew	\$ 170.00
2 Person Survey Crew	\$ 145.00
1 Person Survey Crew	\$ 105.00
2 Person Hy-Drone Crew	\$ 340.00
2 Person UAV Drone Crew	\$ 235.00
Helicopter Flight Crew Rotary Wing Aircraft (Includes Pilot and LiDAR Operator),	\$ 2,500.00
Helicopter Mobilization Rate – From Base South of Houston	\$ 1,500.00
LiDAR Mobile Mapping System, (Includes Vehicle Operator, LiDAR Technician mileage on project and fuel) (Does not include travel to project)	\$6,150/Day

DIRECT EXPENSES - CobbFendley

Description	Unit	Cost/Unit
In-House Reproduction:		
Copies (Up to 11" x 17")	Each	\$ 0.15
Color Prints (Up to 11" x 17")	Each	\$ 1.50
Color Prints (Larger than 11" x 17")	Each	\$ 3.00
Bluelines (All Sizes)	Each	\$ 1.00
Bond Prints (All Sizes)	Each	\$ 2.00
Mylar Prints	Each	\$ 12.00
Vellum Prints	Each	\$ 9.00

ok
↑

CJHensch

Labor Classification	Labor Rate
Administrative/Clerical	\$ 52
Support Manager 10+	\$ 131
Traffic Technician 5-15	\$ 48
Traffic Technician - Junior 1-5	\$ 42
Traffic Technician - Senior 15+	\$ 59

OK
↑

DIRECT EXPENSES - CJ Hensch

Description	Unit	Cost/Unit
24-Hour Automated Tube Counts - Volume	per counter/day	\$ 150.00
24-Hour Automated Tube Counts - Speed or Class	per counter/day	\$ 225.00
2-hour Turning Movement Count, Minor Intersection, Weekday 3 Vehicle Classification Count including Pedestrians and Bicycles	each	\$ 220.00
2-hour Turning Movement Count, Major Intersection, Weekday 3 Vehicle Classification Count including Pedestrians and Bicycles	each	\$ 400.00
Travel Time Runs in DMI-Equipped Vehicle (Includes labor and mileage)	hour	\$ 160.00
Travel Time Runs in DMI-Equipped Vehicle (Includes labor and mileage)	hour	\$ -
Travel Time Run Processing	hour	\$ 65.00
Travel Time- MAC Address (with Turning Movement Count)	per hour /unit	\$ 45.00
Travel Time- MAC Address (without Turning Movement Count) (4 hour minimum)	per hour /unit	\$ 90.00
Additional Hours Turning Movement Traffic Data Collection	hour	\$ 110.00
13-hour Turning Movement Count, Minor Intersection, Weekday 3 Vehicle Classification Count including Pedestrians and Bicycles	each	\$ 750.00
13-hour Turning Movement Count, Major Intersection, Weekday 3 Vehicle Classification Count including Pedestrians and Bicycles	each	\$ 1,350.00
24-hour Turning Movement Count, Minor Intersection, Weekday 3 Vehicle Classification Count including Pedestrians and Bicycles	each	\$ 1,100.00
24-hour Turning Movement Count, Major Intersection, Weekday 3 Vehicle Classification Count including Pedestrians and Bicycles	each	\$ 1,700.00
Spot Speed Study (2 Hours or 150 Vehicle)	each	\$ 200.00

ok
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Surveying and Mapping

Labor Classification	Labor Rate
Principal	\$ 200.00
Senior Project Manager	\$ 175.00
Project Manager	\$ 150.00
Senior Survey Technician	\$ 110.00
Survey Technician	\$ 98.00
Two (2) Person Survey Field Crew	\$ 155.00
Three (3) Person Survey Field Crew	\$ 195.00
Additional Rodperson, Chainperson, Flagperson	\$ 30.00
One (1) Person Survey Field Crew	\$ 115.00
Project Coordinator – Mobile LiDAR	\$ 120.00
Mobile LiDAR Processing Technician	\$ 120.00
Project Coordinator - AM	\$ 120.00
Certified Photogrammetrist	\$ 125.00
Analytical Triangulation Specialist	\$ 110.00
Aerial Mapping Technician	\$ 98.00
Orthophoto Specialist	\$ 98.00
Mapping Editor	\$ 98.00
Aerial Office Technician	\$ 65.00
Project Coordinator - AP	\$ 120.00
Aerial Processing Technician	\$ 100.00
Project Coordinator - FWAL	\$ 120.00
Airborne LiDAR Processing Technician	\$ 100.00
HAL Processing Technician	\$ 98.00
Project Coordinator - HAL	\$ 120.00
Helicopter Flight Crew Rotary Wing Aircraft	\$ 205.00
Helicopter LiDAR Processing Technician	\$ 125.00
Department Manager (SUE)	\$ 200.00
Sr. Project Manager (SUE)	\$ 195.00
Project Manager (SUE)	\$ 177.00
Senior Engineer (SUE)	\$ 177.00
Utility Coordinator	\$ 125.00
Senior Utility Coordinator	\$ 165.00
Utilities Field Inspector	\$ 109.00
Senior Utilities Field Inspector	\$ 129.00
Engineer in Training	\$ 124.00
Phase Manager (SUE)	\$ 124.00
Senior Office Technician (SUE)	\$ 124.00
Office Technician (SUE)	\$ 102.00
Administrative Assistant	\$ 78.00
Field Coordinator/ Field Supervisor	\$ 150.00
Three (3) Person SUE Locating Crew (W/ Equipment)	\$ 279.00
Two (2) Person SUE Field Crew (W/ Equipment)	\$ 190.00
One (1) Person SUE Designating Crew (W/ Equipment)	\$ 100.00
Vac Crew Rate (includes 1 unit with 2-man crew)	\$ 247.00
Vac Crew Rate (overtime) (weekends, work exceeding 8	\$ 265.00

ok
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DIRECT EXPENSES - Survey And Mapping

Description	Unit	Cost/Unit
Control Monuments	Each	\$ 90.00
Ground Target (Includes paint, panel material, etc.)	Each	\$ 20.00
GPS Receiver	Hour	\$ 25.00
Terrestrial Laser Scanner	Hour	\$ 100.00
LIDAR Workstation	Hour	\$ 15.00
Helicopter Rate	Hour	\$ 1,450.00
Fixed Wing Aircraft Rate	Hour	\$ 1,300.00
Aerial LIDAR System	Day	\$ 700.00
Digital Imagery Processing	Each	\$ 32.00
LIDAR Mobile Mapping System	Day	\$ 6,500.00
Aerial Photography Flight Crew (Fixed Wing Aircraft)	Hour	\$ 205.00
LIDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LIDAR Operator)	Hour	\$ 120.00
Helicopter Flight Crew (Includes Pilot and LIDAR Operator)	Hour	\$ 325.00
AP Transit Miles	Mile	\$ 12.00
AP Project Flight Miles	Mile	\$ 32.00
AP ABGPS Processing	Project	\$ 3,000.00
FWAL Transit Miles	Mile	\$ 12.00
FWAL Project Flight Miles	Mile	\$ 32.00
B&W Processing (film, development, scanning)	Each	\$ 10.00
CIR Processing (film, development, scanning)	Each	\$ 10.00
Color Processing (Film, development, scanning)	Each	\$ 15.00
Digital Image Processing	Each	\$ 27.00
Ground Penetrating Radar (Adder to Designating Crew Rate)	Day	\$ 400.00
Specialty Equipment (Sonde, Radio Beacon, Duct Rodder)	Day	\$ 35.00
Flashing Arrow Board, warning signs (w/stands and traffic cones)	Day	\$ 38.00
ATV or Utility Vehicle	Day	\$ 75.00
Environmental Supplies (Paint, Flags, Lath, Stakes)	Day	\$ 25.00
Pavement Coring	Core	\$ 300.00
Agency As-built Information (Reproduction) Fees	Copy	\$ 10.00
Additional Vehicle (Required for safety or materials)	Day	\$ 200.00
Roadway Bonding Agent	bucket	\$ 110.00

LJA

Labor Classification	Labor Rate
Principal (20+ years)	\$ 285.00
Project Manager (10 to 20 years)	\$ 235.00
Deputy Project Manager (*) (10 to 20 years)	\$ 220.00
Senior Technical Advisor (15+ years)	\$ 205.00
Quality Manager (10 to 20 years)	\$ 220.00
Senior Engineer (15+ years)	\$ 223.00
Project Engineer (10 to 15 years)	\$ 197.00
Design Engineer (5 to 10 years)	\$ 166.00
Utility Engineer (5 to 10 years)	\$ 153.00
Engineer-In-Training (1 to 5 years)	\$ 121.00
Senior Engineer Tech (15+ years)	\$ 137.00
Engineer Tech (5 to 15 years)	\$ 128.00
Junior Engineer Tech (1 to 5 years)	\$ 86.00
Senior CADD Operator (15+ years)	\$ 118.00
CADD Operator (5 to 15 years)	\$ 102.00
Junior CADD Operator (1 to 5 years)	\$ 83.00
Admin/Clerical (years)	\$ 80.00

OK
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DIRECT EXPENSES - LJA

Description	Unit	Cost/Unit
Photocopies B/W (11" X 17")	each	\$ 0.40
Photocopies B/W (8 1/2" X 11")	each	\$ 0.20
Photocopies Color (11" X 17")	each	\$ 2.50
Photocopies Color (8 1/2" X 11")	each	\$ 1.50
Cardstock Color (8 1/2" X 11")	each	\$ 2.00
Digital Ortho Plotting	each	\$ 5.00
Plots (B/W on Bond)	SF	\$ 2.50
Plots (Color on Bond)	SF	\$ 6.00
Plots (Color on Photographic Paper)	SF	\$ 10.00
Color Graphics on Foam Board	SF	\$ 15.00
Presentation Boards 30" X 40" Color Mounted	each	\$ 100.00
Report Printing	each	\$ 200.00
Report Binding and tabbing	each	\$ 20.00

Commissioners Court - Regular Session

23.

Meeting Date: 08/01/2023

Final plat for the Lariat Section 7 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 approval of the final plat for the Lariat Section 7 subdivision – Precinct 2.

Background

This is the next section of the Lariat (aka Northgate Ranch Phase 2) development. It consists of 193 single family lots, 1 open space/drainage/pond lot, 12 open space lots and 6,761 feet of new roads to be maintained by the North San Gabriel MUD No. 1 beginning on September 13, 2023. Roadway and drainage construction has been completed.

Timeline

- 2023-05-11 – initial submittal of the final plat
- 2023-06-09 – 1st review complete with comments
- 2023-06-19 – 2nd submittal of final plat
- 2023-06-30 – 2nd review complete with minor comments
- 2023-07-25 – 3rd submittal of final plat
- 2023-07-25 – 3rd review complete with comments clear
- 2023-07-27 – final plat placed on the August 1, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

final plat - Lariat Sec 7

Form Review

Inbox

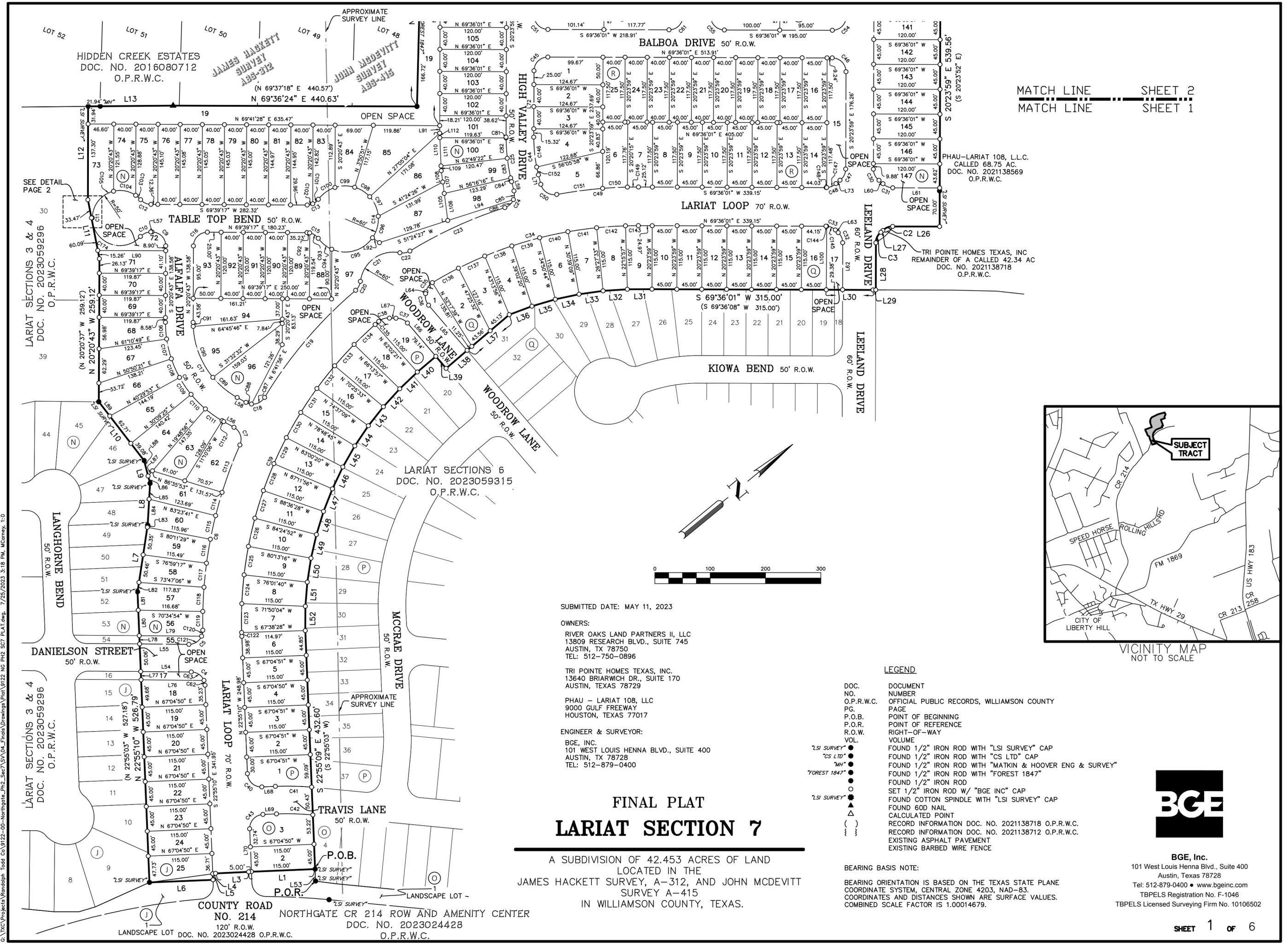
County Judge Exec Asst.
 Form Started By: Adam Boatright
 Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

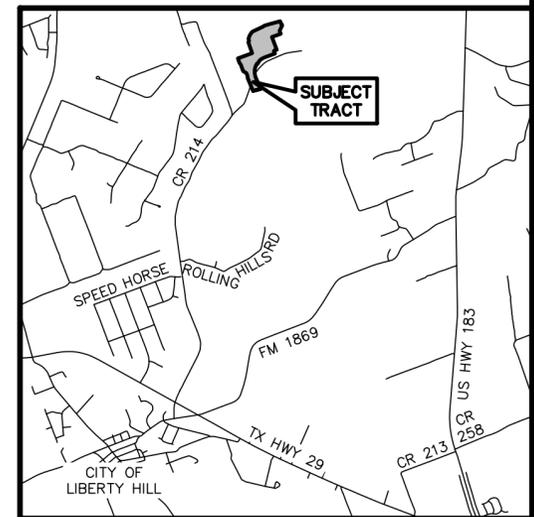
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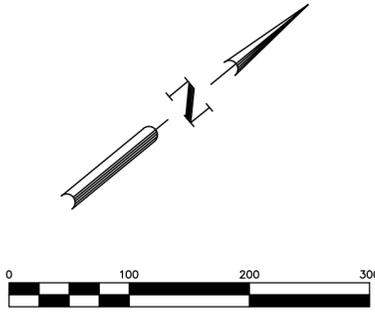


MATCH LINE
MATCH LINE

SHEET 2
SHEET 1



VICINITY MAP
NOT TO SCALE



SUBMITTED DATE: MAY 11, 2023

OWNERS:
RIVER OAKS LAND PARTNERS II, LLC
13809 RESEARCH BLVD., SUITE 745
AUSTIN, TX 78750
TEL: 512-750-0896

TRI POINTE HOMES TEXAS, INC.
13640 BRIARWICH DR., SUITE 170
AUSTIN, TEXAS 78729

PHAU - LARIAT 108, LLC
9000 GULF FREEWAY
HOUSTON, TEXAS 77017

ENGINEER & SURVEYOR:
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TEL: 512-879-0400

FINAL PLAT LARIAT SECTION 7

A SUBDIVISION OF 42.453 ACRES OF LAND
LOCATED IN THE
JAMES HACKETT SURVEY, A-312, AND JOHN MCDEVITT
SURVEY A-415
IN WILLIAMSON COUNTY, TEXAS.

LEGEND

- | | |
|-------------|---|
| DOC. NO. | DOCUMENT |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY |
| P.C. | PAGE |
| P.O.B. | POINT OF BEGINNING |
| P.O.R. | POINT OF REFERENCE |
| R.O.W. | RIGHT-OF-WAY |
| VOL. | VOLUME |
| LSI SURVEY | FOUND 1/2" IRON ROD WITH "LSI SURVEY" CAP |
| CS LTD | FOUND 1/2" IRON ROD WITH "CS LTD" CAP |
| MH | FOUND 1/2" IRON ROD WITH "MATKIN & HOOVER ENG & SURVEY" |
| FOREST 1847 | FOUND 1/2" IRON ROD WITH "FOREST 1847" |
| | FOUND 1/2" IRON ROD |
| | SET 1/2" IRON ROD W/ "BGE INC" CAP |
| | FOUND COTTON SPINDLE WITH "LSI SURVEY" CAP |
| | FOUND 60D NAIL |
| | CALCULATED POINT |
| () | RECORD INFORMATION DOC. NO. 2021138718 O.P.R.W.C. |
| () | RECORD INFORMATION DOC. NO. 2021138712 O.P.R.W.C. |
| | EXISTING ASPHALT PAVEMENT |
| | EXISTING BARBED WIRE FENCE |

BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD-83. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 1.00014679.

BGE, Inc.

101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

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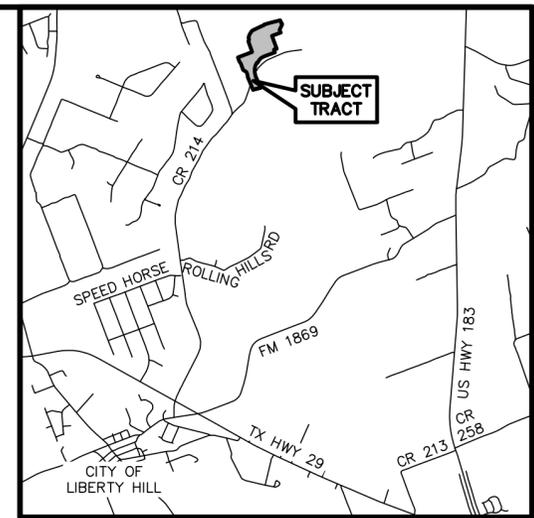
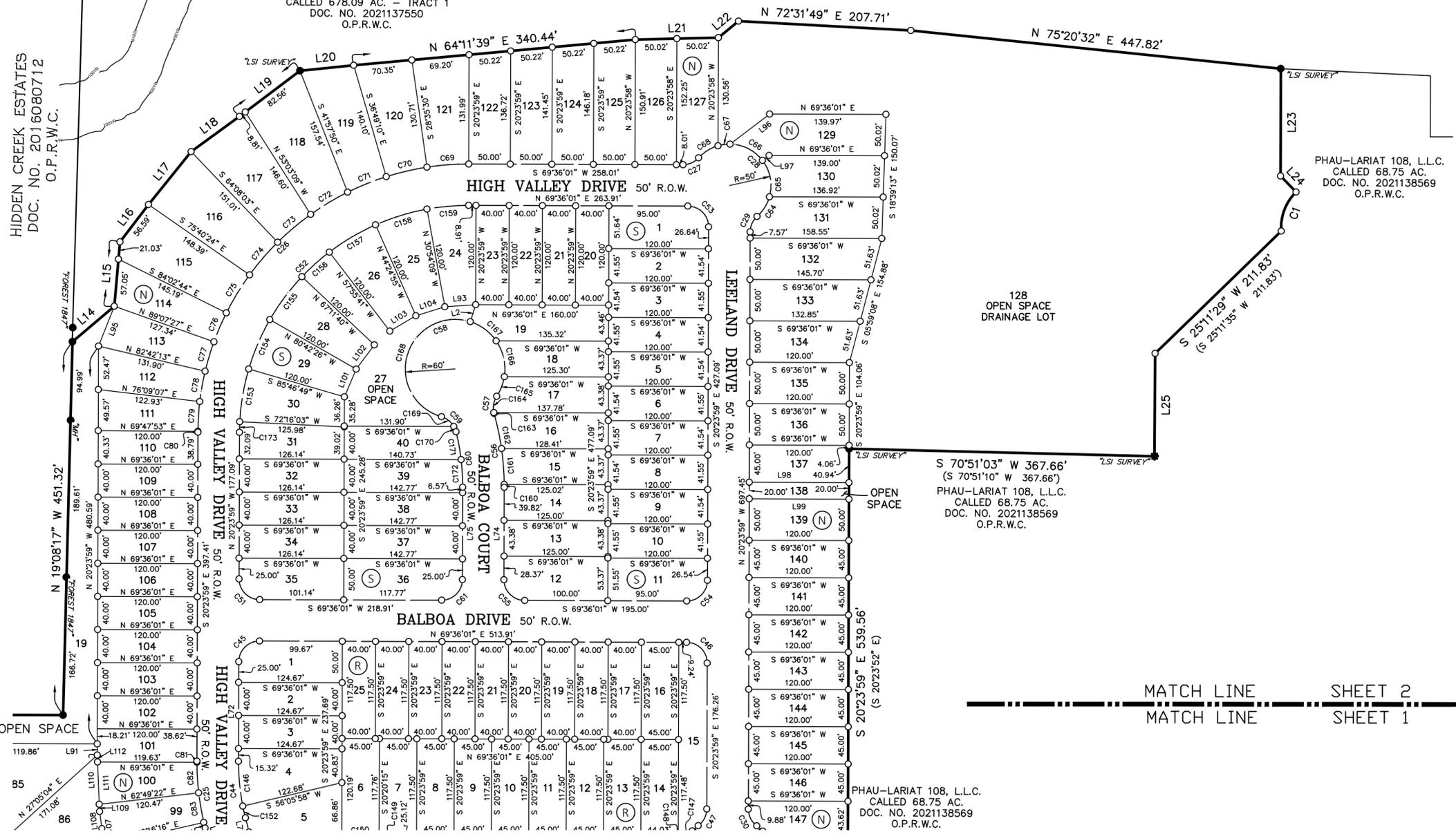
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DOC. NO. 2016080712
O.P.R.W.C.

100-YR ENGINEERED
FLOODPLAIN PER BGE, INC.,
JUNE 2022

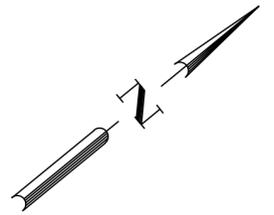
RIVER OAKS LAND PARTNERS II, LLC
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DOC. NO. 2021137550
O.P.R.W.C.

100-YR ENGINEERED
FLOODPLAIN PER BGE, INC.,
JUNE 2022

100-YR FLOODPLAIN PER FEMA
PANEL 48491C0235F, DATED
DECEMBER 20, 2019



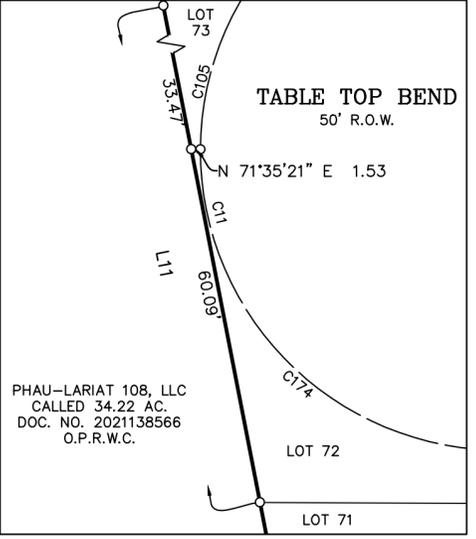
VICINITY MAP
NOT TO SCALE



128
OPEN SPACE
DRAINAGE LOT

PHAU-LARIAT 108, L.L.C.
CALLED 68.75 AC.
DOC. NO. 2021138569
O.P.R.W.C.

PHAU-LARIAT 108, L.L.C.
CALLED 68.75 AC.
DOC. NO. 2021138569
O.P.R.W.C.



PHAU-LARIAT 108, LLC
CALLED 34.22 AC.
DOC. NO. 2021138566
O.P.R.W.C.

DETAIL
NOT-TO-SCALE

MATCH LINE SHEET 2
MATCH LINE SHEET 1

FINAL PLAT LARIAT SECTION 7

A SUBDIVISION OF 42.453 ACRES OF LAND
LOCATED IN THE
JAMES HACKETT SURVEY, A-312, AND JOHN MCDEVITT
SURVEY A-415
IN WILLIAMSON COUNTY, TEXAS.

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TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

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CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	52.06'	60.00'	49°42'56"	S 00°10'43" W	50.44'
C2	19.68'	25.00'	45°05'57"	S 47°03'03" W	19.17'
C3	21.68'	25.00'	49°40'47"	S 04°26'25" W	21.00'
C4	38.04'	25.00'	87°10'46"	N 66°30'33" W	34.47'
C5	40.06'	25.00'	91°47'58"	N 24°00'05" E	35.91'
C6	345.11'	785.00'	25°11'20"	S 09°18'14" E	342.34'
C7	36.98'	25.00'	84°45'48"	N 39°05'28" W	33.70'
C8	218.71'	205.00'	61°07'38"	S 50°54'32" E	208.48'
C9	39.27'	25.00'	90°00'00"	N 65°20'43" W	35.36'
C10	21.03'	25.00'	48°11'23"	S 45°33'35" W	20.41'
C11	241.19'	50.00'	276°22'46"	S 20°20'43" E	66.67'
C12	21.03'	25.00'	48°11'23"	S 86°15'02" E	20.41'
C13	23.55'	25.00'	53°58'05"	N 42°40'14" E	22.69'
C14	301.53'	60.00'	287°56'10"	N 20°20'43" W	70.59'
C15	23.55'	25.00'	53°58'05"	N 83°21'41" W	22.69'
C16	39.27'	25.00'	90°00'00"	S 24°39'17" W	35.36'
C17	165.37'	155.00'	61°07'38"	S 50°54'32" E	157.63'
C18	38.47'	25.00'	88°09'20"	N 54°26'59" E	34.78'
C19	255.62'	785.00'	18°39'26"	S 19°42'02" W	254.49'
C20	18.73'	25.00'	42°55'42"	N 07°33'54" E	18.30'
C21	99.18'	60.00'	94°42'38"	S 33°27'22" W	88.27'
C22	18.73'	25.00'	42°55'42"	N 59°20'50" E	18.30'
C23	189.17'	785.00'	13°48'25"	S 44°47'12" W	188.71'
C24	37.91'	25.00'	86°52'42"	N 08°15'03" E	34.38'
C25	81.57'	325.00'	14°22'48"	S 27°35'23" E	81.35'
C26	510.51'	325.00'	90°00'00"	S 24°36'01" W	459.62'
C27	21.03'	25.00'	48°11'23"	N 45°30'20" E	20.41'
C28	162.65'	50.00'	186°22'46"	N 65°23'59" W	99.85'
C29	21.03'	25.00'	48°11'23"	S 03°41'43" W	20.41'
C30	23.55'	25.00'	53°58'05"	S 47°23'01" E	22.69'
C31	19.68'	25.00'	45°05'57"	S 87°51'00" E	19.17'
C32	20.63'	25.00'	47°17'25"	N 44°02'41" W	20.05'
C33	18.60'	25.00'	42°38'10"	N 89°00'29" W	18.18'
C34	391.19'	715.00'	31°20'51"	S 53°55'36" W	386.33'
C35	20.75'	25.00'	47°32'51"	S 14°28'45" W	20.16'
C36	22.55'	25.00'	51°40'10"	S 35°07'46" E	21.79'
C37	23.55'	25.00'	53°58'05"	N 87°56'53" W	22.69'
C38	20.75'	25.00'	47°32'51"	S 52°25'59" W	20.16'
C39	643.66'	715.00'	51°34'43"	S 02°52'12" W	622.14'
C40	39.27'	25.00'	90°00'00"	S 67°55'10" E	35.36'
C41	65.59'	525.00'	7°09'29"	S 70°39'35" W	65.55'
C42	65.63'	475.01'	7°54'58"	S 71°02'19" W	65.58'
C43	39.27'	25.00'	90°00'00"	S 22°04'50" W	35.36'
C44	69.02'	275.00'	14°22'48"	S 27°35'23" E	68.84'
C45	39.27'	25.00'	90°00'00"	S 24°36'01" W	35.36'
C46	39.27'	25.00'	90°00'00"	N 65°23'59" W	35.36'
C47	23.55'	25.00'	53°58'05"	N 06°35'04" E	22.69'
C48	19.68'	25.00'	45°05'57"	N 47°03'03" E	19.17'
C49	148.53'	785.00'	10°50'28"	S 64°10'47" W	148.31'
C50	37.70'	25.00'	86°24'45"	S 78°02'04" E	34.23'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C51	39.27'	25.00'	90°00'00"	S 65°23'59" E	35.36'
C52	431.97'	275.00'	90°00'00"	S 24°36'01" W	388.91'
C53	39.27'	25.00'	90°00'00"	N 65°23'59" W	35.36'
C54	39.27'	25.00'	90°00'00"	N 24°36'01" E	35.36'
C55	39.27'	25.00'	90°00'00"	S 65°23'59" E	35.36'
C56	90.55'	325.00'	15°57'47"	N 28°22'52" W	90.26'
C57	21.46'	25.00'	49°11'27"	S 11°46'02" E	20.81'
C58	301.13'	60.00'	287°33'35"	S 49°02'54" W	70.91'
C59	26.27'	25.00'	60°12'40"	N 64°37'34" W	25.08'
C60	67.78'	275.00'	14°07'15"	N 27°27'36" W	67.60'
C61	39.27'	25.00'	90°00'00"	N 24°36'01" E	35.36'
C62	8.81'	25.00'	20°10'57"	N 33°00'38" W	8.76'
C63	29.23'	25.00'	66°59'49"	N 76°36'01" W	27.60'
C64	28.42'	50.00'	32°33'44"	N 11°30'32" E	28.04'
C65	46.37'	50.00'	53°08'02"	N 31°20'21" W	44.72'
C66	45.26'	50.00'	51°51'46"	N 83°50'14" W	43.73'
C67	14.65'	50.00'	16°47'00"	S 61°50'22" W	14.59'
C68	27.96'	50.00'	32°02'14"	S 37°25'45" W	27.59'
C69	50.47'	325.00'	8°53'50"	S 65°09'06" W	50.42'
C70	50.47'	325.00'	8°53'51"	S 56°15'16" W	50.42'
C71	50.13'	325.00'	8°50'13"	S 47°23'14" W	50.08'
C72	52.06'	325.00'	9°10'38"	S 38°22'49" W	52.00'
C73	52.06'	325.00'	9°10'38"	S 29°12'11" W	52.00'
C74	52.06'	325.00'	9°10'38"	S 20°01'33" W	52.00'
C75	53.79'	325.00'	9°28'58"	S 10°41'45" W	53.73'
C76	38.00'	325.00'	6°41'57"	S 02°36'18" W	37.98'
C77	37.16'	325.00'	6°33'06"	S 04°01'14" E	37.14'
C78	37.16'	325.00'	6°33'06"	S 10°34'20" E	37.14'
C79	36.04'	325.00'	6°21'14"	S 17°01'30" E	36.02'
C80	1.12'	325.00'	0°11'52"	S 20°18'03" E	1.12'
C81	1.38'	325.00'	0°14'36"	S 20°31'17" E	1.38'
C82	37.06'	325.00'	6°32'03"	S 23°54'37" E	37.04'
C83	36.16'	325.00'	6°22'31"	S 30°21'54" E	36.14'
C84	6.96'	325.00'	1°13'38"	S 34°09'58" E	6.96'
C85	16.02'	25.00'	36°43'02"	N 16°49'47" W	15.75'
C86	21.89'	25.00'	50°09'40"	N 26°36'34" E	21.19'
C87	27.98'	25.00'	64°06'59"	N 42°25'48" E	26.54'
C88	10.49'	25.00'	24°02'21"	N 86°30'28" E	10.41'
C89	57.43'	155.00'	21°13'49"	S 70°51'27" E	57.11'
C90	100.73'	155.00'	37°13'59"	S 41°37'33" E	98.96'
C91	7.21'	155.00'	2°39'50"	S 21°40'38" E	7.21'
C92	4.79'	25.00'	10°59'20"	S 75°08'57" W	4.79'
C93	18.75'	25.00'	42°58'46"	N 77°52'01" W	18.32'
C94	31.85'	60.00'	30°25'04"	S 71°35'10" E	31.48'
C95	82.84'	60.00'	79°06'10"	N 53°39'13" E	76.41'
C96	41.20'	60.00'	39°20'35"	N 05°34'10" W	40.40'
C97	39.45'	60.00'	37°40'29"	N 44°04'42" W	38.75'
C98	32.39'	60.00'	30°55'55"	N 78°22'54" W	32.00'
C99	36.29'	60.00'	34°39'09"	S 68°49'34" W	35.74'
C100	37.50'	60.00'	35°48'48"	S 33°35'35" W	36.90'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C101	13.21'	25.00'	30°16'53"	N 30°49'38" E	13.06'
C102	10.34'	25.00'	23°41'13"	N 57°48'40" E	10.26'
C103	12.02'	50.00'	13°46'12"	N 69°02'26" W	11.99'
C104	41.88'	50.00'	47°59'48"	S 80°04'34" W	40.67'
C105	66.69'	50.00'	76°25'23"	S 17°51'58" W	61.86'
C106	30.32'	205.00'	8°28'27"	S 24°34'57" E	30.29'
C107	37.00'	205.00'	10°20'28"	S 33°59'25" E	36.95'
C108	37.00'	205.00'	10°20'28"	S 44°19'53" E	36.95'
C109	37.00'	205.00'	10°20'28"	S 54°40'21" E	36.95'
C110	37.00'	205.00'	10°20'28"	S 65°00'50" E	36.95'
C111	37.00'	205.00'	10°20'28"	S 75°21'18" E	36.95'
C112	3.39'	205.00'	0°56'50"	S 80°59'57" E	3.39'
C113	91.69'	785.00'	6°41'34"	S 00°03'20" E	91.64'
C114	43.89'	785.00'	3°12'12"	S 05°00'13" E	43.88'
C115	43.89'	785.00'	3°12'12"	S 08°12'25" E	43.88'
C116	43.89'	785.00'	3°12'12"	S 11°24'37" E	43.88'
C117	43.89'	785.00'	3°12'12"	S 14°36'48" E	43.88'
C118	43.89'	785.00'	3°12'12"	S 17°49'00" E	43.88'
C119	33.98'	785.00'	2°28'47"	S 20°39'30" E	33.97'
C120	11.07'	25.00'	25°22'39"	N 09°12'34" W	10.98'
C121	28.98'	25.00'	66°25'19"	N 36°41'25" E	27.39'
C122	7.00'	715.00'	0°33'38"	S 22°38'21" E	7.00'
C123	52.33'	715.00'	4°11'36"	S 20°15'44" E	52.32'
C124	52.33'	715.00'	4°11'36"	S 16°04'08" E	52.32'
C125	52.33'	715.00'	4°11'36"	S 11°52'32" E	52.32'
C126	52.33'	715.00'	4°11'36"	S 07°40'56" E	52.32'
C127	52.33'	715.00'	4°11'36"	S 03°29'20" E	52.32'
C128	52.33'	715.00'	4°11'36"	S 00°42'16" W	52.32'
C129	52.33'	715.00'	4°11'36"	S 04°53'52" W	52.32'
C130	52.33'	715.00'	4°11'36"	S 09°05'28" W	52.32'
C131	52.33'	715.00'	4°11'36"	S 13°17'03" W	52.32'
C132	52.33'	715.00'	4°11'36"	S 17°28'39" W	52.32'
C133	52.33'	715.00'	4°11'36"	S 21°40'15" W	52.32'
C134	52.33'	715.00'	4°11'36"	S 25°51'51" W	52.32'
C135	8.72'	715.00'	0°41'54"	S 28°18'36" W	8.72'
C136	53.93'	715.00'	4°19'18"	S 40°24'49" W	53.92'
C137	52.33'	715.00'	4°11'36"	S 44°40'16" W	52.32'
C138	52.33'	715.00'	4°11'36"	S 48°51'52" W	52.32'
C139	52.33'	715.00'	4°11'36"	S 53°03'28" W	52.32'
C140	52.33'	715.00'	4°11'36"	S 57°15'04" W	52.32'
C141	52.33'	715.00'	4°11'36"	S 61°26'39" W	52.32'
C142	52.33'	715.00'	4°11'36"	S 65°38'15" W	52.32'
C143	23.29'	715.00'	1°51'58"	S 68°40'02" W	23.29'
C144	1.22'	25.00'	2°47'57"	S 71°00'00" W	1.22'
C145	17.41'	25.00'	39°54'37"	N 87°38'43" W	17.06'
C146	54.50'	275.00'	11°21'17"	S 26°04'37" E	54.41'
C147	18.71'	25.00'	42°52'47"	N 45°56'28" E	18.28'
C148	0.97'	25.00'	2°13'10"	N 68°29'27" E	0.97'
C149	20.01'	785.00'	1°27'38"	S 68°52'12" W	20.01'
C150	44.94'	785.00'	3°16'49"	S 66°29'58" W	44.94'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C151	83.58'	785.00'	6°06'00"	S 61°48'33" W	83.54'
C152	14.52'	275.00'	3°01'31"	S 33°16'01" E	14.52'
C153	64.86'	275.00'	13°30'46"	S 10°58'34" E	64.71'
C154	64.86'	275.00'	13°30'46"	S 02°32'11" W	64.71'
C155	64.86'	275.00'	13°30'46"	S 16°02'57" W	64.71'
C156	44.48'	275.00'	9°16'00"	S 27°26'20" W	44.43'
C157	64.86'	275.00'	13°30'46"	S 38°49'42" W	64.71'
C158	64.86'	275.00'	13°30'46"	S 52°20'28" W	64.71'
C159	50.41'	275.00'	10°30'11"	S 64°20'56" W	50.34'
C160	3.56'	325.00'	0°37'37"	N 20°42'47" W	3.56'
C161	43.54'	325.00'	7°40'33"	N 24°51'53" W	43.51'
C162	43.45'	325.00'	7°39'37"	N 32°31'57" W	43.42'
C163	0.96'	25.00'	2°11'46"	S 35°15'53" E	0.96'
C164	20.51'	25.00'	46°59'41"	S 10°40'09" E	19.94'
C165					

DESCRIPTION OF A 42.453 ACRE TRACT OF LAND
WILLIAMSON COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE JAMES HACKETT SURVEY, ABSTRACT NO. 312, AND THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, SITUATED IN WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 42.34 ACRE TRACT OF LAND AS CONVEYED TO TRI POINTE HOMES TEXAS, INC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2021138718; AND A PORTION OF A CALLED 68.75 ACRE TRACT OF LAND AS CONVEYED TO PHAU-LARIAT 108, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2021138569; AND, A PORTION OF THE REMAINDER OF A CALLED 678.09 ACRE TRACT OF LAND AS CONVEYED TO RIVER OAKS LAND PARTNERS II, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2021137550; AND, ALL OF A CALLED 0.421 ACRE TRACT OF LAND DESCRIBED AS "EXHIBIT B" IN ROADWAY CLOSURE ORDER EXECUTED BY WILLIAMSON COUNTY, TEXAS, TRIPONTE HOMES TEXAS, INC UNDERLYING PROPERTY OWNER, IN DOCUMENT NUMBER 2023057734; ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR POINT OF REFERENCE AT A 1/2-INCH IRON ROD WITH CAP STAMPED 'LSI SURVEY' FOUND AT THE MOST WESTERLY SOUTHWEST CORNER OF A CALLED 45.04 ACRE TRACT OF LAND AS CONVEYED TO DRP TX 4, LLC, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2022080045 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; THENCE, WITH THE WESTERLY PROPERTY LINE OF SAID DRP TX 4, LLC, 45.04 ACRE TRACT, N 22°55'09"W A DISTANCE OF 21.73 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'LSI SURVEY' AT MOST SOUTHERLY SOUTHEASTERN CORNER OF THE ABOVE DESCRIBED TRI POINTE HOMES TEXAS, INC. 42.34 ACRE TRACT FOR THE MOST SOUTHERLY SOUTHEAST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHERLY LINES OF SAID TRI POINTE HOMES TEXAS, INC. 42.34 ACRE TRACT, THE FOLLOWING THREE (3) COURSES:

- 1.S 67°04'51" W A DISTANCE OF 120.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 2.S 66°40'42" W A DISTANCE OF 60.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT, AND
- 3.S 61°36'25" W A DISTANCE OF 5.02 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, LEAVING THE SOUTHERLY LINE OF SAID TRI POINTE HOMES TEXAS, INC. 42.34 ACRE TRACT, OVER AND ACROSS THE ABOVE DESCRIBED RIVER OAKS LAND PARTNERS II, LLC 678.09 ACRE TRACT S 22°55'10" E A DISTANCE OF 11.02 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID RIVER OAKS LAND PARTNERS II, LLC 678.09 ACRE TRACT, S 67°04'50" W, A DISTANCE OF 115.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'LSI SURVEY' FOUND AT THE SOUTH WEST CORNER OF SAID TRI POINTE HOMES, INC 42.34 ACRE TRACT, BEING THE MOST EASTERLY SOUTHEAST CORNER OF A CALLED 34.22 ACRE TRACT OF LAND AS CONVEYED TO PHAU-LARIAT 108, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2021138566 OF THE OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WESTERLY PROPERTY LINES OF SAID TRI POINTE HOMES, INC 42.34 ACRE TRACT, AND THE EASTERLY PROPERTY LINE OF SAID PHAU-LARIAT 108 L.L.C., 34.22 ACRE TRACT THE FOLLOWING EIGHT (8) COURSES:

- 1.N 22°55'10" W A DISTANCE OF 526.79 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'LSI SURVEY' FOUND FOR AN ANGLE POINT;
- 2.N 11°57'05" W A DISTANCE OF 122.50 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'LSI SURVEY' FOUND FOR AN ANGLE POINT;
- 3.N 17°19'16" W A DISTANCE OF 75.83 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'LSI SURVEY' FOUND FOR AN ANGLE POINT;
- 4.N 35°15'14" W A DISTANCE OF 42.67 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'LSI SURVEY' FOUND FOR AN ANGLE POINT;
- 5.N 58°06'37" W A DISTANCE OF 134.32 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'LSI SURVEY' FOUND FOR A CORNER;
- 6.N 20°20'43" W A DISTANCE OF 259.12 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 7.N 31°33'00" W A DISTANCE OF 108.82 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT, AND
- 8.N 20°28'34" W A DISTANCE OF 169.24 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'LSI SURVEY' FOUND AT THE COMMON NORTHERN CORNER OF SAID TRI POINTE HOMES INC. 42.34 ACRE TRACT AND SAID PHAU-LARIAT 108 L.L.C. 34.22 ACRE TRACT ON THE SOUTHERLY LINE OF HIDDEN CREEK ESTATES A SUBDIVISION AS RECORDED IN DOCUMENT NO. 2016080712 OF THE OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY.

THENCE, WITH THE SOUTHERLY LINE OF SAID HIDDEN CREEK ESTATES THE FOLLOWING TWO (2) COURSES:

- 1.N 68°55'13" E PASS A 1/2-INCH IRON ROD WITH CAP STAMPED 'MATKIN HOOVER ENGINEERING AND SURVEYING,' A DISTANCE OF 21.94 FEET AND CONTINUING ON FOR A TOTAL DISTANCE OF 153.61 FEET TO A 60D NAIL FOUND IN THE EAST SIDE OF A 15 INCH LIVE OAK, AND
- 2.N 69°36'24" E A DISTANCE OF 440.63 FEET TO A 1/2-INCH IRON ROD FOUND AT THE MOST SOUTHERLY SOUTH EASTERN CORNER OF SAID HIDDEN CREEK ESTATES, BEING AN INTERIOR CORNER OF SAID TRI POINTE HOMES INC. 42.34 ACRE TRACT FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EAST LINE OF SAID HIDDEN HILLS CREEK ESTATES SUBDIVISION AND WEST LINE OF SAID TRI POINTE HOMES INC. 42.34 ACRE TRACT N 19°08'17" W PASS A 1/2-INCH IRON ROD WITH CAP STAMPED 'FOREST 1847' A DISTANCE OF 166.72 FEET, PASS A 1/2-INCH IRON ROD WITH CAP STAMPED 'MH' A DISTANCE OF 356.33 FEET WITH SAID HIDDEN CREEK ESTATES SUBDIVISION AND SAID TRI POINTE HOMES INC. 42.34 ACRE TRACT OF LAND CONTINUING ON FOR A TOTAL DISTANCE OF 451.32 FEET TO A 1/2-INCH IRON ROD FOUND AS THE MOST WESTERLY NORTHWEST CORNER OF SAID TRI POINTE HOMES INC. 42.34 ACRE TRACT, FOR THE MOST WESTERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, LEAVING THE EAST LINE OF SAID HIDDEN CREEK ESTATES SUBDIVISION, WITH THE NORTHERLY LINES OF SAID TRI POINTE HOMES, INC. 42.34 ACRE TRACT, THE FOLLOWING TWELVE (12) COURSES:

- 1.N 29°05'15" E A DISTANCE OF 66.11 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
- 2.N 15°36'48" W A DISTANCE OF 78.08 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
- 3.N 16°42'34" E A DISTANCE OF 56.59 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 4.N 18°13'51" E A DISTANCE OF 82.14 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 5.N 33°11'59" E A DISTANCE OF 71.93 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 6.N 32°17'37" E A DISTANCE OF 91.36 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'LSI SURVEY' FOUND FOR AN EXTERIOR NORTHERN CORNER OF THE HEREIN DESCRIBED TRACT;
- 7.N 63°35'38" E A DISTANCE OF 65.02 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 8.N 64°11'39" E A DISTANCE OF 340.44 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 9.N 68°04'06" E A DISTANCE OF 100.04 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
- 10.N 29°56'06" E A DISTANCE OF 31.44 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
- 11.N 72°31'49" E A DISTANCE OF 207.71 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT, AND
- 12.N 75°20'32" E A DISTANCE OF 447.82 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'LSI SURVEY' FOUND FOR THE NORTHEAST CORNER OF SAID TRI POINTE HOMES INC. 42.34 ACRE TRACT, THE NORTHEAST CORNER OF SAID PHAU-LARIAT 108, L.L.C. 68.75 ACRE TRACT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EASTERLY PROPERTY LINES OF SAID TRI POINTE HOMES INC. 42.34 ACRE TRACT AND WESTERLY PROPERTY LINES OF SAID PHAU-LARIAT 108, LLC, 68.75 ACRE TRACT, THE FOLLOWING SIX (6) COURSES;

- 1.S 20°23'59" E A DISTANCE OF 129.60 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' FOR AN INTERIOR CORNER OF HEREIN DESCRIBED TRACT;
- 2.S 64°31'00" E A DISTANCE OF 26.96 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
- 3.ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 52.06 FEET, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 49°42'56" AND CHORD WHICH BEARS S 01°0'43" W A DISTANCE OF 50.44 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
- 4.S 25°11'29" W A DISTANCE OF 211.83 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
- 5.S 20°11'32" E A DISTANCE OF 124.38 FEET TO A COTTON SPINDLE WITH 'LSI SURVEY' CAP FOUND FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT; AND
- 6.S 70°51'03" W A DISTANCE OF 367.66 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'LSI SURVEY' FOUND FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH A EAST LINE OF SAID TRI POINTE HOMES INC 42.34 ACRE TRACT AND SAID A WEST LINE OF SAID PHAU-LARIAT 108 L.L.C. 68.75 ACRE TRACT, S 20°23'59" E, PASS A 1/2-INCH IRON ROD WITH CAP STAMPED 'LSI SURVEY,' AT AN EXTERIOR CORNER OF SAID TRI POINTE HOMES, INC. 42.34 ACRE TRACT AND AN INTERIOR CORNER OF SAID PHAU-LARIAT 108, LLC 68.75 ACRE TRACT, A DISTANCE OF 474.82 FEET AND CONTINUING ON CROSSING OVER AND ACROSS SAID PHAU-LARIAT 108, LLC 68.75 ACRE TRACT FOR A TOTAL A DISTANCE OF 539.56 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID PHAU-LARIAT 108, LLC 68.75 ACRE TRACT; S 69°36'01" W A DISTANCE OF 84.79 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC,' SET ON THE COMMON PROPERTY LINE OF SAID TRI POINTE HOMES, INC 42.34 ACRE TRACT AND SAID PHAU-LARIAT 108, LLC, 68.75 ACRE, TRACT A POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;

THENCE, CROSSING OVER AND ACROSS SAID TRI POINTE HOMES, INC 42.34 ACRE TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 19.68 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 45°05'57" AND CHORD WHICH BEARS S 47°03'03" W A DISTANCE OF 19.17 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR A POINT OF TANGENCY;

THENCE, CONTINUING OVER AND ACROSS SAID TRI POINTE HOMES, INC TRACT, S 26°53'26" W A DISTANCE OF 5.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC,' SET AT THE POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE, CONTINUING OVER AND ACROSS SAID TRI POINTE HOMES, INC 42.34 ACRE TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 21.68 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 49°40'47" AND CHORD WHICH BEARS S 4°26'25" W A DISTANCE OF 21.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' AND THE POINT OF TANGENCY, ON THE COMMON PROPERTY LINE OF SAID TRI POINTE HOMES, INC 42.34 ACRE TRACT AND SAID PHAU-LARIAT 108, LLC, 68.75 ACRE, TRACT;

THENCE, CROSSING OVER AND ACROSS SAID PHAU-LARIAT 108, LLC, 68.75 ACRE, TRACT, S 20°23'59" E, A DISTANCE OF 85.32 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET ON THE NORTHERN PROPERTY LINE OF SAID DRP TX 4, LLC, 45.04 ACRE TRACT, FOR AN EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH THE COMMON PROPERTY LINE OF SAID PHAU-LARIAT 108, LLC, 68.75 ACRE, TRACT AND SAID DRP TX 4, LLC, 45.04 ACRE TRACT, S 69°14'08" W, A DISTANCE OF 5.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET AT AN EASTERLY CORNER OF SAID TRI POINTE HOMES, INC 45.04 ACRE TRACT BEING THE MOST WESTERN SOUTHWEST CORNER OF SAID PHAU-LARIAT 108, L.L.C. 68.75 ACRE TRACT, ON THE NORTHERN PROPERTY LINE OF SAID DRP TX 4, LLC, 45.04 ACRE TRACT OF LAND;

THENCE, LEAVING THE WEST PROPERTY LINE OF SAID PHAU-LARIAT 108, LLC, 68.75 ACRE TRACT, WITH THE COMMON EASTERLY PROPERTY LINES OF SAID TRI POINTE HOMES INC 42.34 ACRE TRACT AND THE WESTERLY PROPERTY LINES OF SAID DRP TX 4, LLC 45.04 ACRE TRACT THE FOLLOWING TWENTY-FIVE (25) COURSES:

- 1.S 69°42'23" W A DISTANCE OF 84.38 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 2.S 69°36'01" W A DISTANCE OF 315.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 3.S 69°11'27" W A DISTANCE OF 44.51 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 4.S 65°38'15" W A DISTANCE OF 43.90 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 5.S 61°26'39" W A DISTANCE OF 43.90 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 6.S 57°15'04" W A DISTANCE OF 43.90 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 7.S 53°03'28" W A DISTANCE OF 43.90 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 8.S 48°51'52" W A DISTANCE OF 43.90 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 9.S 29°02'47" W A DISTANCE OF 99.93 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 10.S 28°49'05" W A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
- 11.N 60°57'51" W A DISTANCE OF 28.57 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
- 12.S 29°02'09" W A DISTANCE OF 44.06 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 13.S 25°51'51" W A DISTANCE OF 43.90 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 14.S 21°40'15" W A DISTANCE OF 43.90 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 15.S 17°28'39" W A DISTANCE OF 43.90 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 16.S 13°17'03" W A DISTANCE OF 43.90 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 17.S 9°05'28" W A DISTANCE OF 43.90 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 18.S 4°53'52" W A DISTANCE OF 43.90 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 19.S 0°42'16" W A DISTANCE OF 43.90 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 20.S 3°29'20" E A DISTANCE OF 43.90 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 21.S 7°40'56" E A DISTANCE OF 43.90 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 22.S 11°52'32" E A DISTANCE OF 43.90 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 23.S 16°04'08" E A DISTANCE OF 43.90 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT;
- 24.S 20°13'38" E A DISTANCE OF 43.90 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'BGE INC' SET FOR AN ANGLE POINT, AND

THENCE, S 22°55'09" E A DISTANCE OF 432.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 42.453 ACRES OF LAND, MORE OR LESS.

FINAL PLAT

LARIAT SECTION 7

A SUBDIVISION OF 42.453 ACRES OF LAND
LOCATED IN THE
JAMES HACKETT SURVEY, A-312, AND JOHN MCDEVITT
SURVEY A-415
IN WILLIAMSON COUNTY, TEXAS.



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

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

THAT TRI POINTE HOMES TEXAS, INC., ACTING HEREBY AND THROUGH, JOHN STANLEY, VICE PRESIDENT-LAND ACQUISITION, OWNER OF A 42.34 ACRE TRACT OF LAND AS CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021138718 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THAT RIVER OAKS LAND PARTNERS II, LLC, ACTING HEREBY AND THROUGH RANDY ROLLO, IT'S MANAGER, OWNER OF A REMAINDER OF A 678.09 ACRE TRACT AS CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021137550 OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS AND THAT PHAU-LARIAT 108, LLC, ACTING HEREBY AND THROUGH NICK MCINTYRE, IT'S SR. VICE PRESIDENT OF LAND DEVELOPMENT, OWNER OF A 68.75 ACRE TRACT AS CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021138569 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, AND ALL OF A CALLED 0.421 ACRE TRACT OF LAND DESCRIBED AS EXHIBIT "B" IN ROADWAY CLOSURE ORDER EXECUTED BY WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO TRI POINTE HOME TEXAS, INC., UNDERLYING PROPERTY OWNER, AS RECORDED IN DOCUMENT NUMBER 2023057734 OF THE OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS; SAID TRACTS BEING OUT OF THE JAMES HACKETT SURVEY, ABSTRACT NO. 312, AND THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, SITUATED IN WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE 42.453 ACRES AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THOSE CERTAIN TRACTS OF LAND, AND THAT WE OWNERS OF 42.453 ACRES AS SHOWN HEREON, DO HEREBY SUBDIVIDE AND 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:

LARIAT SECTION 7
WITNESS MY HAND, THIS THE 25th DAY OF July, 2023, A.D.

TRI POINTE HOMES TEXAS, INC, A TEXAS CORPORATION
13640 BRIARWICK DR., SUITE 170
AUSTIN, TX 78729

BY: TRI POINTE HOMES TEXAS, INC, A TEXAS CORPORATION

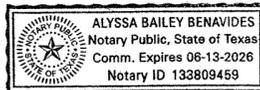
John Stanley
JOHN STANLEY, VICE PRESIDENT-LAND ACQUISITION

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED JOHN STANLEY, VICE PRESIDENT-LAND ACQUISITION, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

Alyssa Benavides
NOTARY PUBLIC, STATE OF TEXAS
DATE 7-25-23

Alyssa Benavides
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 6-12-26



WITNESS MY HAND, THIS THE 25th DAY OF July, 2023, A.D.

RIVER OAKS LAND PARTNERS II, LLC, A TEXAS LIMITED LIABILITY COMPANY
13809 RESEARCH BLVD., SUITE 745
AUSTIN, TX 78750

BY: RIVER OAKS LAND PARTNERS II, LLC
IT'S MANAGER

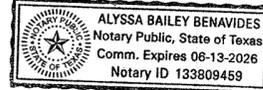
Randy Rollo
RANDY ROLLO, MANAGER

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED RANDY ROLLO, MANAGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

Alyssa Benavides
NOTARY PUBLIC, STATE OF TEXAS
DATE 7-25-23

Alyssa Benavides
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 6-12-26
WITNESS MY HAND, THIS THE 25th DAY OF July, 2023, A.D.



FINAL PLAT LARIAT SECTION 7

A SUBDIVISION OF 42.453 ACRES OF LAND
LOCATED IN THE
JAMES HACKETT SURVEY, A-312, AND JOHN MCDEVITT
SURVEY A-415
IN WILLIAMSON COUNTY, TEXAS.

PHAU-LARIAT 108, LLC, A TEXAS LIMITED LIABILITY COMPANY
9000 GULF FREEWAY
HOUSTON, TX 77017

BY: PHAU - LARIAT 108, LLC

Nick McIntyre
NICK MCINTYRE, SR. VICE PRESIDENT OF LAND DEVELOPMENT

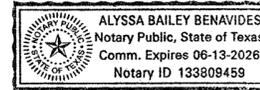
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED NICK MCINTYRE, SR. VICE PRESIDENT OF LAND DEVELOPMENT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

Alyssa Benavides
NOTARY PUBLIC, STATE OF TEXAS

7-13-23
DATE

Alyssa Benavides
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 6-12-26



THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP NO. 48491C0235F, DATED DECEMBER 20, 2019.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE STUDIED 100-YEAR FLOODPLAIN AS SHOWN ON THIS PLAT.

I, JOSEPH YAKLIN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Joseph Yaklin
JOSEPH YAKLIN, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 107869
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

7-20-23
DATE



I, JONATHAN O. NOBLES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY BY EMPLOYEES OF BGE, INC.

Jonathan O. Nobles
JONATHAN O. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

7/20/2023
DATE



NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER AND WASTEWATER SYSTEMS.
2. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY GEORGETOWN UTILITY SYSTEMS.
3. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY NORTH SAN GABRIEL MUD NO. 1.
4. ELECTRIC SERVICES FOR THIS SUBDIVISION WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.
5. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
6. IT IS THE RESPONSIBILITY OF THE OWNERS, 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.
7. 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.
8. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
9. NO LOT IN THIS SUBDIVISION IS ENCROACHED 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 NO. 48491C0235F, DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
10. A 25 FOOT FRONT YARD SETBACK FOR ALL LOTS IS REQUIRED PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
11. A 25 FOOT SIDE AND BACK YARD SETBACK FOR LOTS ALONG CR 214 IS REQUIRED PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
12. THE SOUTHERN TWO LANES OF CR 214 SHALL BE CONSTRUCTED AND PASS COUNTY INSPECTION PRIOR TO RECORDATION OF THIS FINAL PLAT.
13. THE NORTHERN TWO LANES OF CR 214 SHALL BE CONSTRUCTED AND PASS COUNTY INSPECTION WHEN THE AVERAGE DAILY TRIPS FOR NORTHGATE RANCH REACH 4,000 ADT.
14. NO LOTS OTHER THAN BLOCK N LOTS 115-136 AND LOT 139 MAY BE FURTHER SUBDIVIDED.
15. ALL ROADS WITHIN THIS SECTION WILL BE MUD OWNED AND MAINTAINED STARTING 9/13/2023.
16. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROADWAY AND NOT CR 214, THE ADJACENT COUNTRY ROAD.
17. 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.
18. 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.

19. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
20. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
21. ANY IMPROVEMENTS PROPOSED WITHIN THE RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, IRRIGATION, LANDSCAPING, SIDEWALKS, SUBDIVISION IDENTIFICATION SIGNS, ETC. SHALL BE MAINTAINED IN ACCORDANCE WITH AN EXECUTED LICENSE AGREEMENT BETWEEN THE COUNTY AND THE OWNER.
22. 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.
23. 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.
24. FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE 24th DAY OF July, 2023 A.D.

Jenusa Baker
Jenusa Baker
WILLIAMSON COUNTY ADDRESS COORDINATOR

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS 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 STREETS, 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 AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. 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 FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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, THAT 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 PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL, JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS
DATE

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

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ___DAY OF _____ A.D., 20___ AT ___ O'CLOCK ___M. AND DULY RECORDED ON THE ___DAY OF _____ A.D., 20___ AT ___ O'CLOCK ___M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO. _____

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST ABOVE WRITTEN.

NANCY RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS



BY: _____
DEPUTY

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

Commissioners Court - Regular Session

24.

Meeting Date: 08/01/2023

August 1st 2023 Wellness Update

Submitted For: Rebecca Clemons

Submitted By: Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the August 1, 2023 Wellness Update.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

8.1.2023 Wellness Updates

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 07/24/2023

Reviewed By

Becky Pruitt

Date

07/24/2023 04:45 PM

Started On: 07/24/2023 12:58 PM

WELLNESS UPDATE

08/01/2023



Benefit Health Expo 9/27

- ❖ Theme: The Future of Your Health
- ❖ Open to all employees/spouses
- ❖ We ask Leadership to encourage attendance
- ❖ Registration link for Meal Pass is live; Benefit Portal, Company Info, Benefits Expo/OE tab
- ❖ Register ASAP
- ❖ Meal Pass includes:
 - ✓ Attendance to Event
 - ✓ Free Meal & Refreshments
 - ✓ Swag Bag

MORE INFORMATION

- ❖ Event Schedule: Open 9am to 3pm
- ❖ Lunch Served from 11am to 2pm
- ❖ Live Open Enrollment Presentations starting at 10am
- ❖ Yoga (morning only) starting at 9am
- ❖ Health Screenings
- ❖ Flu Shots
- ❖ Bexa Scan
- ❖ Dexa Body Scan
- ❖ Chair Massage

Commissioners Court - Regular Session

25.

Meeting Date: 08/01/2023

Symetra Life Insurance Company Policy Rider - Eligibility Waiting Period for Coverage

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 execute each of the following Symetra Life Insurance Company Certificate of Coverage documents changing the employee waiting period from sixty days first of the month following to thirty days first of the month following:

- Symetra Life Insurance Policy Rider Certificate
- Symetra Voluntary Long Term Disability Certificate of Coverage
- Symetra Short Term Disability Certificate of Coverage

Background

In March of 2023, the Benefit Committee approved the waiting period change from a sixty-day waiting period, first of the month following to a thirty-day waiting period first of the month following. The attached are the policy rider and certificate of coverages reflecting this change and now requires signature by Williamson County accepting this change.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

- 8.1.2023 Symetra Group Life Insurance Policy Rider
- 8.1.2023 Symetra Voluntary Long Term Disability Certificate of Coverage
- 8.1.2023 Symetra Voluntary Short Term Disability Certificate of Coverage

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Shelley Loughrey
Final Approval Date: 07/24/2023

Reviewed By

Becky Pruitt

Date

07/24/2023 04:48 PM
Started On: 07/24/2023 01:03 PM



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135
(An insurance company)

Incorporation Provision

Policy Rider

Rider Number: 6
Policyholder: Williamson County
Policy Number: 01 016850 00

The Certificate(s) of Insurance, Rider(s), Policy change(s) and certificate change(s) are attached to, incorporated in and made a part of, The Policy. The Rider(s) do not vary, waive, alter or extend any of the terms, conditions or provisions of The Policy, except as stated herein.

<u>Rider</u>	<u>Effective Date of Incorporation</u>	<u>Applicable to</u>
6	April 6, 2023	Class 1

<u>Certificate of Insurance</u>	<u>Effective Date of Change</u>
LGC 13500/TX-CERT 07/17	April 1, 2023

Certificate Change(s)

The following is amended:
Schedule of Insurance – Eligibility Waiting Period for Coverage

Certificate Page(s) Changed:

LGC 13500/TX-SCH 07/17; Schedule of Insurance

The provisions found in the certificate(s) will control the benefit plan, period of coverage, exclusions, claims and other general policy provisions pertaining to state insurance law requirements.

In all other respects, The Policy and certificate(s) remain the same.

Williamson County

Symetra Life Insurance Company

By: _____

By: *Margaret Meint*
Margaret Meint
President

Title: _____

Date: _____

Date: April 18, 2023

**Instructions: (1) Sign and return to Symetra.
(2) Retain a copy with your policy.**



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135
(An insurance company)

Certificate Rider

Rider Number: 6
Policyholder: Williamson County
Policy Number: 01 016850 00

The Rider(s) form a part of the Certificate of Insurance given in connection with The Policy. The Rider(s) do not vary, waive, alter or extend any of the terms, conditions or provisions of the Certificate of Insurance, except as stated herein.

<u>Certificate of Insurance</u>	<u>Effective Date of Change</u>	<u>Applicable to</u>
LGC 13500/TX-CERT 07/17	April 1, 2023	Class 1

Certificate Change(s)

The following is amended:
Schedule of Insurance – Eligibility Waiting Period for Coverage

Certificate Page(s) Changed:

LGC 13500/TX-SCH 07/17; Schedule of Insurance

The provisions found in the certificate will control the benefit plan, period of coverage, exclusions, claims and other general policy provisions pertaining to state insurance law requirements.

In all other respects, the certificate remains the same.



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135
(An insurance company)
Telephone: 1-800-796-3872

EMPLOYEE ACCELERATED BENEFIT INSURANCE WHAT YOU SHOULD KNOW

Death benefits will be reduced if an accelerated benefit is paid.

DISCLOSURE: The accelerated benefit offered under this policy may or may not qualify for favorable tax treatment under the Internal Revenue Code of 1986. Favorable tax treatment would allow the benefits to be excluded from your income subject to federal taxation, and would depend upon factors such as your life expectancy at the time benefits are accelerated or whether you use the benefits to pay for necessary long-term care expenses, such as nursing home care. Due to the complexity of tax laws, you are advised to consult with a qualified tax advisor about circumstances under which you could receive acceleration-of-life- insurance benefits excludable from income under federal law.

Receipt of accelerated benefits may affect your, your spouse's or your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), Supplemental Social Security Income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect your, your spouse's and your family's eligibility for public assistance.

Symetra Life Insurance Company will pay the Accelerated Benefit subject to the terms of the Employee Accelerated Benefit Insurance provisions and all other provisions of the group policy. These provisions are in the Benefit Provisions of your Employee Certificate. Please read your Employee Certificate carefully.

Briefly, however, the Accelerated Benefit is available when you have given Symetra satisfactory evidence, including a licensed physician's certificate, you have 24 months or less to live. Symetra may require the physician's certificate to be from a physician that Symetra chooses. We reserve the right to require satisfactory Proof of Terminal Illness on an ongoing basis. Any diagnosis submitted must be provided by a Physician.

If You or Your Dependent do not submit proof of Terminal Illness satisfactory to Us, or if You or Your Dependent refuse to be examined by a Physician, as We may require, then We will not pay an Accelerated Benefit.

While a claim is pending, We have the right, at Our expense, to have the insured examined by a Physician when and as often as We reasonably require. If there are conflicting opinions between the insureds' physician, and the company's physician, we may seek, at Our expense, a third medical opinion of a Licensed Health Care Practitioner that is mutually acceptable to the Insured and Us. Any additional diagnoses will be at the company's expense.

Payment of the Accelerated Benefit will affect the death benefit. Any Accelerated Benefit amount paid will be paid to you in a lump sum. The amount of insurance will be reduced by the amount of the lump sum payment.

For example:

For an employee with an amount of insurance of \$50,000 who chooses the 50% accelerated benefit option:

\$50,000	amount of insurance in force before accelerated benefit payment
- \$25,000	amount of accelerated benefit payment
\$25,000	amount of insurance remaining after accelerated benefit payment



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135
(An insurance company)

Incorporation Provision

Beneficiary Companion, Travel Assistance and Identity Theft Resolution Services Policy Rider

Rider Number: 1
Policyholder: Williamson County
Policy Number: 01 016850 00

The following provision is hereby added to the above-referenced Group Policy and Certificate of Insurance. This Rider does not vary, waive, alter or extend any of the terms, conditions or provisions of The Policy.

Noninsurance Benefits

We may agree with the Policyholder to offer or provide to you the value-added benefits and services listed below. We have arranged for a third party service provider to give access to you to the services which relate to the line of insurance coverage the Policyholder has purchased. While we have arranged for this access, the third party service provider is liable to you for the provision of such services. We are not responsible for the provision of such services nor are we liable for the failure of the provision of the same. Further, we are not liable to you for the negligent provision of such services by this third party service provider. If you wish to initiate a complaint or are requesting an appeal, please contact the vendor by calling 1-877-823-5807 and you will be guided through the complaint resolution process by the vendor. Please note that if the vendor fails to provide or continue to provide the services listed below, then no services are available, since we are not responsible for providing these services.

Beneficiary Companion services:

- Issue of a Beneficiary Companion Guidebook
- Access to Beneficiary Assistance Coordinators any time, any day of the week
- Assistance if a deceased's identity is stolen

Dedicated Beneficiary Assistance Coordinators are available 24/7 to:

- Answer any questions
- Offer guidance on how to obtain death certificate copies
- Manage notifications, including:
- Social Security Administration
- Credit reporting agencies
- Credit card companies/financial institutions
- Third-party vendors
- Government agencies

Travel Assistance services:

- Help finding physicians, dentists and medical facilities.
- Free transportation under medical supervision to a hospital/treatment facility.
- Replacement of medication or eyeglasses.
- Monitoring during a medical emergency to determine if care is appropriate, or if evacuation is required.
- Arrangement for your traveling companion's return home if previously made arrangements are lost due to your medical emergency.
- Free transportation home for dependent children under the age of 16 who were traveling with you and are left unattended because of your hospitalization. A qualified escort will be arranged if necessary.
- Free round-trip transportation for one immediate family member or friend to visit you if you're traveling alone and are likely to be hospitalized for seven consecutive days.

Identity Theft Resolution services:

- Assistance completing an ID theft affidavit to submit to the proper authorities, credit bureaus and creditors.
- Help replacing credit, debit and membership cards.
- A credit report review with the beneficiary.
- Suppression of the deceased's credit report or an offer to freeze/close the account with credit bureaus.
- Full-service resolution assistance if the deceased's identity is stolen, including affidavit assistance, credit bureau and fraud department notification, help filing a police report, and creditor follow-up.

Symetra ® is a registered service mark of Symetra Life Insurance Company.



Symetra Life Insurance Company

Group Life Insurance

CERTIFICATE

Please Note: Death benefits will be reduced if accelerated benefits are paid.

Class 1



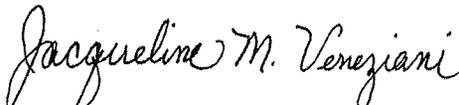
CERTIFICATE OF INSURANCE

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135
(An insurance company)

Policyholder: Williamson County
Policy Number: 01 016850 00
Policy Effective Date: January 1, 2016
Policy Anniversary Date: January first of each year beginning in 2017

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us. The Policy may be inspected at the office of the Policyholder.

Signed for The Company


Jacqueline M. Veneziani, Secretary


Margaret Meister, President

A note on capitalization in this certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

Table of Contents

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Schedule of Insurance
Definitions
Eligibility and Enrollment
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Benefits
General Provisions

Rider #6, Effective April 1, 2023

Schedule of Insurance

The benefits described herein are those in effect as of: April 1, 2023

Cost of Coverage:

Non-Contributory Coverage:

Basic Life Insurance
Basic Accidental Death and Dismemberment Insurance
Basic Dependent Life Insurance

Contributory Coverage:

Supplemental Life Insurance
Supplemental Accidental Death and Dismemberment Insurance
Supplemental Dependent Life Insurance

Eligible Class(es) for Coverage: All full-time Active Employees working a minimum of 30 hours each week who are citizens or legal residents of the United States, excluding temporary, leased or seasonal employees.

Class 1 All Eligible Employees

Eligibility Waiting Period for Coverage:

If You are Actively at Work for the Employer on the Policy Effective Date: The first of the month following 60 days of continuous employment.

If You start working for the Employer after the Policy Effective Date and prior to February 1, 2023: The first of the month following 60 days of continuous employment.

If You start working for the Employer on or after February 1, 2023 and prior to April 1, 2023: Coverage is effective April 1, 2023.

If You start working for the Employer on or after April 1, 2023: The first of the month following 30 days of continuous employment.

The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a full-time Active Employee with the Employer under the Prior Policy.

Life Insurance Benefit

Employee

<u>Basic</u> Class 1	<u>Benefit Amount</u> \$20,000	<u>Benefit Maximum Amount</u> \$20,000	<u>Guaranteed Issue Amount</u> \$20,000
<u>Supplemental</u> Class 1	<u>Benefit Amount</u> \$10,000 to \$300,000 in increments of \$10,000 as selected by You on the enrollment card	<u>Benefit Maximum Amount</u> \$300,000, not to exceed 6 x Earnings	<u>Guaranteed Issue Amount</u> \$100,000

Schedule of Insurance

Child Education Benefit

Benefit Amount:	2.5% of Basic and Supplemental AD&D Principal Sum
Maximum Amount:	\$2,500
Minimum Amount:	\$1,250

Day Care Benefit

Benefit Amount:	2.5% of Basic and Supplemental AD&D Principal Sum
Maximum Amount:	\$2,500
Minimum Amount:	\$1,250

Rehabilitation Benefit

Benefit Amount:	2.5% of Basic and Supplemental AD&D Principal Sum
Maximum Amount:	\$2,500

Coma Benefit

Waiting Period:	30 days
Maximum Amount:	100% of Basic and Supplemental AD&D payments under The Policy for the Injury

Reduction in Amount of Life Insurance

We will reduce the amount of Life Insurance for You and Your Dependent by any amount:

- 1) of individual Life Insurance issued in accordance with the Conversion Right;
- 2) that was continued under the Portability provision; or
- 3) of Life Insurance in force, paid or payable under the Prior Policy.

Reduction in Coverage Due to Age

Applies to Basic Life Insurance, Basic Accidental Death and Dismemberment Insurance, Supplemental Life Insurance and Supplemental Accidental Death and Dismemberment Insurance:

We will reduce the Life Insurance Benefit and Principal Sum for You to the percentage indicated in the table below. This reduction will be effective on the Policy Anniversary Date following the date You attain the age shown below. These reductions also apply if:

- 1) You become covered under The Policy; or
- 2) Your coverage increases;

on or after the date You attain age 65.

Percentage to which the original amount of coverage will be reduced:

Your Age	Benefit % You Receive
65	65%
70	45%
75	30%
80	20%

The reduced amount of coverage will be rounded to the next higher multiple of \$500, if not already a multiple of \$500 and an appropriate adjustment in premium will be made.

Applies to Basic Spouse Life Insurance and Supplemental Spouse Life Insurance:

We will reduce the Life Insurance Benefit for Your Spouse to the percentage indicated in the table below. This reduction will be effective on the Policy Anniversary Date following the date You attain the age shown below. These reductions also apply if:

- 1) Your Spouse becomes covered under The Policy; or
- 2) Your Spouse's coverage increases;

on or after the date You attain age 65.

Definitions

Active Employee

means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

Actively at Work

means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your job:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will also consider You to be Actively At Work on any regularly scheduled vacation day or holiday, only if You were Actively At Work on the preceding scheduled work day.

Common Carrier

means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by that concern.

Common Carrier will not mean any such conveyance which is hired or used for a sport, gamesmanship, contest, sightseeing, observatory and/or recreational activity, regardless of whether such conveyance is licensed.

Contributory Coverage

means coverage for which You are required to contribute toward the cost. Contributory Coverage is shown in the Schedule of Insurance.

Dependent Child

means Your children, stepchildren, adopted children, grandchildren or adopted grandchildren provided such children are:

- 1) under age 26; or
- 2) age 26 or older and physically or mentally disabled and under the parents' supervision.

Dependent

means Your Spouse and Your Dependent Child. A Dependent must be a citizen or legal resident of the United States. Any person who is in full-time military service cannot be a Dependent.

Earnings

means Your regular annual rate of pay not counting commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the most recent date immediately prior to the date of Loss.

Employer

means the Policyholder.

Guaranteed Issue Amount

means the amount of Life Insurance for which We do not require Evidence of Insurability. The Guaranteed Issue Amount is shown in the Schedule of Insurance.

Definitions

Spouse

means Your Spouse who is not legally separated or divorced from You.

The Policy

means The Policy which We issued to the Policyholder under the Policy Number shown on the face page.

We, Us or Our

means the insurance company named on the face page of The Policy.

You or Your

means the person to whom this certificate is issued. This person owns the certificate and is entitled to exercise all rights and privileges under the certificate.

Eligibility and Enrollment

Eligible Persons: *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

Eligibility for Coverage: *When will I become eligible?*

You will become eligible for coverage on the latest of:

- 1) the Policy Effective Date;
- 2) the date on which You complete the Eligibility Waiting Period for Coverage; or
- 3) the date You become a member of an Eligible Class.

Eligibility for Dependent Coverage: *When will I become eligible for Dependent Coverage?*

You will become eligible for Dependent coverage on the later of:

- 1) the date You become insured for employee coverage; or
- 2) the date You acquire Your first Dependent.

You may not elect coverage for Your Dependent if such Dependent is covered as an employee under The Policy. No person can be insured as a Dependent of more than one employee under The Policy.

Enrollment: *How do I enroll for coverage for myself and my Dependents?*

For Non-Contributory Coverage, Your Employer will automatically enroll You. However, You will need to complete a beneficiary designation form.

To enroll for Contributory Coverage, You must:

- 1) complete and sign a group insurance enrollment form, satisfactory to Us; and
- 2) deliver it to Your Employer.

If You do not enroll within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll, You may only enroll:

- 1) during an Annual Enrollment Period if designated by the Policyholder; or
- 2) within 31 days of the date You have a Change in Family Status.

Any enrollment may be subject to the Evidence of Insurability Requirements provision.

Evidence of Insurability Requirements: *When will I first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status;
- 2) enroll for an amount of Life Insurance greater than the Guaranteed Issue Amount, regardless of when You enroll for coverage; or
- 3) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your amount of Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; or
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

Period of Coverage

Effective Date: *When does my coverage start?*

Non-Contributory Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible.

Contributory Coverage, for which Evidence of Insurability is not required, will start on the latest to occur of:

- 1) the date You become eligible, if You enroll on or before that date;
- 2) the first of the month following the last day of any Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 31 days from the date You are eligible.

Any coverage, for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible; or
- 2) the date We approve Your Evidence of Insurability.

However, all Effective Dates of coverage are subject to the Deferred Effective Date provision.

Deferred Effective Date: *When will my effective date for coverage or a change in my coverage be deferred?*

If, on the date You are to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

You are not Actively at Work due to a physical or mental condition such coverage will not start until the date You are Actively at Work.

Continuity from a Prior Policy: *Is there continuity of coverage from a Prior Policy?*

Your initial coverage under The Policy will begin, and will not be deferred if, on the day before the Policy Effective Date, You were insured under the Prior Policy, but on the Policy Effective Date You were not Actively at Work and would otherwise meet the Eligibility requirements of The Policy. However, Your amount of Insurance will be the lesser of the amount of Life Insurance and Accidental Death and Dismemberment Principal Sum:

- 1) You had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Such amount of insurance under this provision is subject to any reductions in The Policy and will not increase.

Coverage provided through this provision ends on the first to occur of:

- 1) the last day of a period of 12 consecutive months after the Policy Effective Date;
- 2) the date Your insurance terminates for any reason shown under the Termination provision;
- 3) the last day You would have been covered under the Prior Policy, had the Prior Policy not terminated; or
- 4) the date You are Actively at Work.

However, if the coverage provided through this provision ends because You are Actively at Work, You may be covered as an Active Employee under The Policy.

Dependent Effective Date: *When does Dependent coverage start?*

Non-Contributory Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible for Dependent coverage.

Period of Coverage

Effective Date for Changes in Coverage: *When will changes in coverage become effective?*

Any decrease in coverage will take effect on the date of the change.

Any increase in coverage will take effect on the latest of:

- 1) the date of the change;
- 2) the date requirements of the Deferred Effective Date provision are met; or
- 3) the date Evidence of Insurability is approved, if required.

Increase in Amount of Life Insurance: *If I request an increase in the amount of Life Insurance for myself or my Dependent, must we provide Evidence of Insurability?*

If You or Your Dependent are:

- 1) already enrolled for an amount of Life Insurance under The Policy, then You and Your Dependent must provide Evidence of Insurability for any increase; or
- 2) not already enrolled for Life Insurance under The Policy, You and Your Dependent must provide Evidence of Insurability for any amount of coverage, including an initial amount of Life Insurance.

In any event, if the amount of Insurance You request is greater than the Guaranteed Issue Amount, You or Your Dependent, as applicable, must provide Evidence of Insurability.

If Your Evidence of Insurability is not satisfactory to Us, the amount of Insurance You had in effect on the date immediately prior to the date You requested the increase will not change.

If Your Dependent Evidence of Insurability is not satisfactory to Us, the amount of Insurance he or she had in effect on the date immediately prior to the date You requested the increase will not change.

Increase in Amount of Life Insurance: *If my amount of Life Insurance increases because my Earnings increase, must I provide Evidence of Insurability?*

If Your amount of Insurance is based on a multiple of Your Earnings, You must provide Evidence of Insurability if Your Earnings increase such that Your amount of Insurance is greater than the Guaranteed Issue Amount.

Additionally, once approved, We require Evidence of Insurability again if Your amount of Insurance:

- 1) is greater than the Guaranteed Issue Amount; and
- 2) would increase solely because Your Earnings increased more than \$25,000:
 - a) during the last 12 consecutive month period; or
 - b) since Your Evidence of Insurability was last approved;whichever occurs most recently.

However, if:

- 1) You do not submit Evidence of Insurability; or
- 2) Your Evidence of Insurability is not satisfactory to Us;

Your amount of Life Insurance:

- 1) will increase, but only up to the amount for which You were eligible without having to provide Evidence of Insurability; and
- 2) will not increase again, or beyond that amount, until Your Evidence of Insurability is approved.

Period of Coverage

Sickness or Injury: If You are not Actively at Work due to sickness or Injury, all of Your coverage may be continued:

- 1) for a period of 12 consecutive months from the date You were last Actively at Work; or
- 2) if such absence results in a leave of absence in accordance with state and/or federal family and medical leave laws, then the combined continuation period will not exceed 12 consecutive months.

Family and Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks, or longer if required by other applicable law, following the date Your leave commenced. If the leave of absence ends prior to the agreed upon date, this continuation will cease immediately.

Continuation for Dependent Child with Disabilities: *Will coverage for Dependent Child with Disabilities be continued?*

If Your Dependent Child reaches the age at which they would otherwise cease to be a Dependent as defined, and they are:

- 1) age 26 or older;
- 2) Disabled; and
- 3) primarily dependent upon You for financial support;

then Dependent Child coverage will not terminate solely due to age. However:

- 1) You must submit proof satisfactory to Us of such Dependent Child's disability within 31 days of the date he or she reaches such age; and
- 2) such Dependent Child must have become Disabled before attaining age 26.

Coverage under The Policy will continue as long as:

- 1) You remain insured;
- 2) the child continues to meet the required conditions; and
- 3) any required premium is paid when due.

However, no increase in the amount of Life Insurance for such Dependent Child will be available.

We have the right to require proof, satisfactory to Us, as often as necessary during the first two years of continuation, that the child continues to meet these conditions. We will not require proof more often than once a year after that.

Waiver of Premium: *Does coverage continue if I am Disabled?*

Waiver of Premium is a provision which allows You to continue Your and Your Dependent Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

If You qualify for Waiver of Premium, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

Eligible Coverages: *What coverages are eligible under this provision?*

This provision applies only to:

- 1) Your Basic Life Insurance;
- 2) Your Supplemental Life Insurance; and
- 3) Basic and Supplemental Dependent Life Insurance.

You are not eligible to apply for both the Portability Benefit and Waiver of Premium for the same coverage amount for You or Your Dependent.

Period of Coverage

We will waive premium payments for Your Dependent Life Insurance and continue such coverage, while You remain Disabled, until the earliest of the date:

- 1) You die;
- 2) You no longer qualify for Waiver of Premium;
- 3) The Policy terminates;
- 4) Your Dependent is no longer in an Eligible Class or Dependent coverage is no longer offered;
or
- 5) Your Dependent no longer meets the definition of Dependent.

What happens when Waiver of Premium ceases?

When the Waiver of Premium ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage for Yourself and Your Dependent as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right for You and Your Dependent if You do so within the time limits described in such provision. The amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right. Portability will not be available.

Effect of Policy Termination: *What happens to the Waiver of Premium if The Policy terminates?*

If The Policy terminates before You qualify for Waiver of Premium:

- 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.

If The Policy terminates after You qualify for Waiver of Premium:

- 1) Your Dependent coverage will terminate; and
- 2) Your coverage under the terms of this provision will not be affected.

Benefits

Life Insurance Benefit: *When is the Life Insurance Benefit payable?*

If You or Your Dependent die while covered under The Policy, We will pay the deceased person's Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

The Life Insurance Benefit will be paid according to the General Provisions of The Policy.

Suicide: *What benefit is payable if death is a result of suicide?*

If You or Your Dependent commit suicide while sane or insane, We will not pay any amount of Life Insurance or amount of Dependent Life Insurance for the deceased person which was elected within the two year period immediately prior to the date of death. This applies to initial coverage and elected increases in coverage. It does not apply to benefit increases that resulted solely due to an increase in Earnings.

This two year period includes the time group life insurance coverage was in force under the Prior Policy.

Under this condition, the Company's liability is limited to an amount equal to the premium payments made. The Company will pay this amount to the beneficiary in a lump sum.

Accelerated Benefit: *What is the benefit?*

In the event that You or Your Dependent are diagnosed as Terminally Ill, and You request in writing that a portion of the Terminally Ill person's amount of Life Insurance be paid as an Accelerated Benefit while the Terminally Ill person is:

- 1) covered under The Policy for an amount of Life Insurance of at least \$10,000; and
- 2) under age 60;

We will pay the Accelerated Benefit Amount as shown below, provided We receive proof of such Terminal Illness.

The amount of Life Insurance payable upon the Terminally Ill person's death will be reduced by any Accelerated Benefit Amount paid under this benefit. At the time of the payment of any Accelerated Benefit Amount, We will provide You with a statement specifying the amount of Accelerated Benefit Amount paid and the amount of Life Insurance that remains payable upon the Terminally Ill person's death.

You may request a minimum Accelerated Benefit Amount of \$3,000, and a maximum of \$232,500. However, in no event will the Accelerated Benefit Amount exceed 75% of the Terminally Ill person's amount of Life Insurance. This option may be exercised only once for You and only once for each of Your Dependents.

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of \$10,000 and are Terminally Ill, You can request any portion of the amount of Life Insurance Benefits from \$3,000 to \$7,500 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only \$3,000 now, You cannot request the additional \$4,500 in the future.

A person who submits proof satisfactory to Us of his or her Terminal Illness will also meet the definition of Disabled for Waiver of Premium.

Any benefits received under this benefit may be taxable. You should consult a personal tax advisor for further information.

Benefits

If coverage under The Policy ends because:

- 1) The Policy is terminated; or
- 2) coverage for an Eligible Class is terminated;

then You or Your Dependent must have been insured under The Policy for five years or more, in order to be eligible to convert coverage. The amount which may be converted under these circumstances is limited to the lesser of:

- 1) \$10,000; or
- 2) the Life Insurance Benefit under The Policy less any amount of Life Insurance for which You or Your Dependent may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

If coverage under The Policy ends for any other reason, the full amount of coverage which ended may be converted.

Insurer, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

Conversion: *How do I convert my coverage or my Dependent coverage?*

To convert Your coverage or coverage for Your Dependent, You must complete a Notice of Conversion Right form. The Insurer must receive this within 31 days after Life Insurance terminates.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must:

- 1) complete and return the request form in the proposal; and
- 2) pay the required premium for coverage;

within the time period specified in the proposal.

Any individual policy issued to You or Your Dependent under the Conversion Right:

- 1) will be effective as of the 32nd day after the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

Conversion Policy Provisions: *What are the Conversion Policy Provisions?*

The Conversion Policy will:

- 1) be issued on one of the Life Insurance policy forms the Insurer is issuing for this purpose at the time of conversion; and
- 2) base premiums on the Insurer's rates in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide:

- 1) the same terms and conditions of coverage as The Policy;
- 2) any benefit other than the Life Insurance Benefit; and
- 3) term insurance.

However, Conversion is not available for any amount of Life Insurance which was, or is being, continued:

- 1) in accordance with the Waiver of Premium provision;
- 2) under a certificate of insurance issued in accordance with the Portability provision; or
- 3) in accordance with the Continuation Provisions;

until such coverage ends.

Benefits

After We verify eligibility for coverage, We will issue a certificate of insurance under a Portability policy.

The Portability coverage will be:

- 1) issued without Evidence of Insurability;
- 2) issued on one of the forms then being issued by Us for Portability purposes; and
- 3) effective on the day following the date Your or Your Dependent coverage ends.

The terms and conditions of coverage under the Portability policy will not be the same terms and conditions that are applicable to coverage under The Policy.

Limitations: *What limitations apply to this benefit?*

You may elect to continue 50%, 75% or 100% of the amount of Life Insurance which is ending for You or Your Dependent. This amount will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. However, the amount of Life Insurance that may be continued will not exceed:

- 1) \$300,000 for You;
- 2) \$50,000 for Your Spouse; or
- 3) \$10,000 for Your Dependent Child.

If You elect to continue 50% or 75% now, You may not continue any portion of the remaining amount under this Portability provision at a later date. In no event will You or Your Spouse be able to continue an amount of Life Insurance which is less than \$5,000.

Portability is not available for any amount of Life Insurance for which You or Your Dependent were not eligible and covered.

In addition, Portability is not available if You or Your Dependent are entering active military service.

Effect of Portability on other Provisions: *How does Portability affect other provisions?*

Portability is not available for any amount of Life Insurance which was, or is being, continued in accordance with the:

- 1) Conversion Right;
- 2) Waiver of Premium provision; or
- 3) Continuation Provisions;

under The Policy. However, if:

- 1) You elect to continue only a portion of terminated coverage under this Portability provision; or
- 2) the amount of Life Insurance exceeds the maximum Portability amount;

then the Conversion Right may be available for the remaining amount.

The Waiver of Premium provision will not be available if You elect to continue coverage under this Portability provision.

Accidental Death and Dismemberment Insurance Benefit: *When is the Accidental Death and Dismemberment Insurance Benefit payable?*

If You sustain an Injury which results in any of the following Losses within 365 days of the date of accident, We will pay Your amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss, after We receive Proof of Loss in accordance with the Proof of Loss provision.

This Benefit will be paid according to the General Provisions of The Policy.

We will not pay more than the Principal Sum, to any one person, for all Losses due to the same accident. Your amount of Principal Sum is shown in the Schedule of Insurance.

Benefits

The Seat Belt Benefit is the lesser of:

- 1) an amount resulting from multiplying Your amount of Principal Sum by the Seat Belt Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

The Air Bag Benefit is the lesser of:

- 1) an amount resulting from multiplying Your amount of Principal Sum by the Air Bag Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

If it cannot be determined that You were wearing a Seat Belt at the time of Accident, a Minimum Benefit will be payable under the Seat Belt Benefit.

Accident, for the purpose of this Benefit only, means the unintentional collision of a Motor Vehicle during which You were wearing a Seat Belt.

Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the Motor Vehicle or its proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

Seat Belt means an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Motor Vehicle, or proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Repatriation Benefit: *When is the Repatriation Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Repatriation Benefit, if the death occurs outside the territorial limits of the state or country of Your place of permanent residence.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Repatriation Benefit will pay the least of:

- 1) the actual expenses incurred for:
 - a) preparation of the body for burial or cremation; and
 - b) transportation of the body to the place of burial or cremation;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Repatriation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Child Education Benefit: *When is the Child Education Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Child Education Benefit to Your Child.

This Benefit will be paid:

- 1) after We receive proof that Your Child qualifies as a Student, as defined in this Benefit; and
- 2) according to the General Provisions of The Policy.

Benefits

Proof of enrollment satisfactory to Us for each Child in a Day Care Program includes, but will not be limited to, the following:

- 1) a copy of the Child's approved enrollment application in a Day Care Program;
- 2) cancelled check(s) evidencing payment to a Day Care facility or Day Care provider; or
- 3) a letter from the Day Care facility or Day Care provider stating that the Child:
 - a) is attending a Day Care Program; or
 - b) has been enrolled in a Day Care Program and will be attending within 365 days of the date of the death.

Proof of enrollment must be sent to Us prior to the last day of the 12th month following the date of death.

If You die, the Day Care Benefit provides an annual amount equal to the lesser of:

- 1) the amount resulting from multiplying Your amount of Principal Sum by the Day Care Benefit;
or
- 2) the Maximum Amount for this Benefit.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision for payment of benefits for Loss of life if:

- 1) a Principal Sum is payable because of Your death; and
- 2) no person qualifies as a Child eligible for the Day Care Benefit.

Day Care or Day Care Program means a program of child care which:

- 1) is operated in a private home, school or other facility;
- 2) provides, and makes a charge for, the care of children;
- 3) is licensed as a day care center or is operated by a licensed day care provider, if such licensing is required by the state or jurisdiction in which it is located; or
- 4) if licensing is not required, provides child care on a daily basis for 12 months a year.

Child means Your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age seven and primarily dependent on You for financial support and maintenance.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Rehabilitation Benefit: *When is the Rehabilitation Benefit payable?*

If You sustain an Injury which results in a Loss other than Loss of life, payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Rehabilitation Benefit for Rehabilitative Program Expenses Incurred within one year of the date of accident.

This Benefit will be paid:

- 1) after We receive proof of Expenses Incurred for a Rehabilitative Program, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Rehabilitation Benefit provides an amount equal to the least of:

- 1) the actual Expense Incurred for a Rehabilitative Program;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Rehabilitation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

Rehabilitative Program means any training which:

- 1) is required due to Your Injury; and
- 2) prepares You for an occupation for which You were not previously trained.

General Provisions

Notice of Claim: *When should I notify The Company of a claim?*

You, or the person who has the right to claim benefits, must give Us written notice of a claim within 30 days after:

- 1) the date of death; or
- 2) the date of Loss.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address and the Policy Number.

Claim Forms: *Are special forms required to file a claim?*

Within 15 days of receiving a Notice of Claim, We will send forms to the claimant to provide Proof of Loss. If We do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.

Proof of Loss: *What is Proof of Loss?*

Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your enrollment form;
- 4) Your beneficiary designation (if applicable);
- 5) if applicable, documentation of:
 - a) the date Your disability began;
 - b) the cause of Your disability; and
 - c) the prognosis of Your disability;
- 6) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 7) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 8) Your signed authorization for Us to obtain and release medical, employment and financial information; or
- 9) any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

Sending Proof of Loss: *When must Proof of Loss be given?*

Written Proof of Loss should be sent to Us:

- 1) with respect to the Life Insurance Benefits, within 90 days; and
- 2) with respect to the Accidental Death and Dismemberment Insurance Benefits, within two months;

after the Loss. However, all claims should be submitted to Us within 90 days of the date coverage ends.

If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible; but
- 3) not later than one year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.

Physical Examination and Autopsy: *Can We have a claimant examined or request an autopsy?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a Loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

General Provisions

Claim Denial: *What notification will my beneficiary or I receive if a claim is denied?*

If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions upon which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

Claim Appeal: *What recourse will my beneficiary or I have if a claim is denied?*

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

- 1) must request a review upon written application within:
 - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
 - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

Policy Interpretation: *Who interprets policy terms and conditions?*

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Incontestability: *When can The Policy be contested?*

Except for non-payment of premiums, the Life Insurance Benefit of The Policy cannot be contested after two years from the Policy Effective Date.

No statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You. All statements made by the insured, in the absence of fraud, must be deemed representations and not warranties.

No statement made relating to Your Dependent being insurable will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during the Dependent's lifetime. In order to be used, the statement must be in writing and signed by You or Your representative.

General Provisions

Misstatements: *What happens if facts are misstated?*

If material facts about You or Your Dependent were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

Grace Period:

The Company will allow a 31 day grace period for the payment of all premiums after the first. During this 31 day period, The Policy will stay in force. If the owed premium is not paid by the 31st day, The Policy will automatically terminate. If You give The Company written advance notice of an earlier cancellation date, The Policy will terminate on the earlier date. Premium is due for each day The Policy is in force.



AMENDMENT NO. 2
Voluntary Long Term Disability Income Insurance

This amendment forms a part of the Group Policy No. 01 016850 00 and the certificate of coverage.

Policyholder: Williamson County

It is agreed that the following change is hereby made to the above-referenced Group Policy and Certificate:

Class 1:
Effective April 1, 2023:

The following is amended:
Waiting Period

The following page is affected by this change and is therefore replaced:
GDC-4500 12/05 (EE-1LV-2 Rev 10/05)

The effective date of this change is April 1, 2023, but will not be effective prior to an insured employee's effective date of coverage. This change only applies to disabilities which start on or after this effective date. All other terms and provisions of the policy will apply other than as stated in this amendment.

Dated at Bellevue, WA, this 18th day of April, 2023.

Symetra Life Insurance Company



Margaret Meister,
President

Accepted by:

GDC-4500 12/05



Amendment-1

Symetra® is a registered service mark of Symetra Life Insurance Company.

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GDC-4500 12/05



Amendment-1

Symetra[®] is a registered service mark of Symetra Life Insurance Company.



Williamson County

01 016850 00

Employee Benefits

Insurance Certificate

LONG TERM DISABILITY INCOME INSURANCE

CLASS 1



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

Symetra Life Insurance Company is known as Symetra in this certificate.

"You" and "your" refer to the insured employee in this certificate.

This certificate summarizes the major parts of the policy under which you are insured. Your insurance is subject to all the terms of the policy. This certificate replaces all others previously issued.

Signed for Symetra as of the policy effective date.

Jacqueline M. Veneziani *Margaret Meister*

Jacqueline M. Veneziani,
Secretary

Margaret Meister,
President

READ THIS CERTIFICATE CAREFULLY

GROUP LONG TERM DISABILITY INSURANCE

CERTIFICATE OF COVERAGE

Policyholder: Williamson County
Policy Number: 01 016850 00
Policy Effective Date: January 1, 2016

Symetra Life Insurance Company (referred to as "the Company", "we", "us", or "our") welcomes you as a client.

This is your certificate of coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

Your certificate of coverage is written in plain English. There are a few terms and provisions written as required by insurance law. If you have any questions about any of the terms and provisions, please consult our claims paying office. We will assist you in understanding your benefits.

If the terms and provisions of the certificate of coverage (issued to you) differ from the policy (issued to the Policyholder), the policy will govern. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the policy.

The policy is delivered in and is governed by the laws of Texas and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the policy, we have discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the policy.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:00 midnight and end at 12:01 a.m. at the policyholder's address.

Amendment #2, Effective April 1, 2023

TABLE OF CONTENTS

Your certificate is divided into the following sections:

SECTION 1 - HIGHLIGHTS OF YOUR PLAN

SECTION 2 - GENERAL INFORMATION

SECTION 3 - ELIGIBILITY FOR COVERAGE

SECTION 4 - BENEFIT SPECIFICS

- disability defined
- details on calculating benefit payments
- exclusions and limitations that may apply

SECTION 5 - CLAIM INFORMATION

SECTION 6 - ADDITIONS TO YOUR LTD PLAN

For your ease in finding information in your certificate, we:

- Start each section with a summary of the contents and the terms we define in the section.
- Shade all of the defined terms within a section.

SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY LTD PLAN

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate, they have the following meaning, unless we advise you otherwise.

Eligible Class 1 = All full-time employees.

You must be working at least 30 hours per week.

Benefit Percentage = 60%

Maximum Payment Amount = \$6,000*

* We may reduce the amount we pay to you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan.

Minimum Payment Amount = The greater of: \$100 or 10% of your gross disability payment you receive from us.

We may apply all payments to you toward overpayments.

Elimination Period = The later of: 90 days after the date disability begins or the date accumulated sick leave ends or the date salary continuation ends or the date short term disability payments to you end.

**SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY LTD PLAN
(continued)**

Pre-disability earnings means your gross monthly rate of earnings from the employer in effect just prior to the date disability begins. It includes overtime pay, but not commissions, bonuses or other extra compensation.

If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer in effect just before the date your absence begins.

Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.

Maximum Payment Duration

Social Security Normal Retirement Age

<u>Age When Disability Begins</u>	<u>Maximum Payment Duration</u>
Less than age 60	To Social Security Normal Retirement Age (SSNRA)
60	60 months or to SSNRA, whichever is greater
61	48 months or to SSNRA, whichever is greater
62	42 months or to SSNRA, whichever is greater
63	36 months or to SSNRA, whichever is greater
64	30 months or to SSNRA, whichever is greater
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

Social Security Normal Retirement Age (SSNRA) means the age at which you are eligible for Social Security full retirement benefits.

Waiting Period:

If you are in an eligible class on the plan effective date: The first of the month following 60 days of continuous employment.

If you are entering an eligible class after the plan effective date and prior to February 1, 2023: The first of the month following 60 days of continuous employment.

If you are entering an eligible class on or after February 1, 2023 and prior to April 1, 2023: Coverage is effective April 1, 2023.

If you are entering an eligible class on or after April 1, 2023: The first of the month following 30 days of continuous employment.

**SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY LTD PLAN
(continued)**

Cost of Coverage:

You pay the cost of your coverage.

Waiver of Premium: The cost of your coverage will be suspended for any period of time during which you are disabled under this plan and eligible to receive a monthly payment from us. If you return to active employment with the employer, and want your coverage to continue, the cost of your coverage must begin to be paid again.

SUMMARY OF THE GENERAL INFORMATION SECTION 2

What will you find in this section?

- information we have access to
- how we use statements made in applying for coverage
- insurance fraud
- time limits for legal proceedings

What terms do we define in this section?

- you
- we
- us
- our
- employee
- employer
- insured
- plan

SECTION 2: GENERAL INFORMATION

WHAT IS THE CERTIFICATE OF COVERAGE?

This certificate of coverage is a written statement prepared by us and may include attachments. It tells you:

- the coverage to which you may be entitled
- to whom we make payments

AND

- the limitations, exclusions and requirements applying to a plan.

You means an employee who is eligible for the coverage of this plan.

We, us and our means the Insurance Company named on the first page of your Certificate of Coverage.

Employee means a person who is a citizen or permanent resident of the United States in active employment with the employer unless we advise you otherwise. This plan excludes temporary and seasonal workers from coverage.

Employer means individual, company or corporation where you are in active employment, and includes any division, subsidiary or affiliated company named in the policy.

Insured means a person covered under this plan.

Plan means a line of coverage under the policy.

SECTION 2: GENERAL INFORMATION
(continued)

TO WHAT INFORMATION DO WE HAVE ACCESS?

The employer will give us information about you including:

- if you are eligible for coverage
- if your amount of coverage changes, including salary change information
- if your coverage terminates
- other information we may reasonably require.

The employer's records that we believe have a bearing on coverage under this plan are open for our inspection at any reasonable time.

Clerical error or omission will not:

- prevent you from receiving coverage
- affect the amount of your coverage

OR

- effect or continue your coverage if it should not be in effect or continue in effect.

HOW CAN WE USE STATEMENTS YOU OR THE EMPLOYER MADE IN APPLYING FOR COVERAGE?

We consider any statements you or the employer made in a signed application for coverage a representation and not a warranty. If any of the statements you or the employer made are not complete and/or not true at the time they were made, we can:

- reduce or deny any claim

OR

- cancel your coverage back to the date your coverage became effective.

We will use only statements made in a signed application as a basis for doing this. You, your beneficiary, or your personal representative will receive a copy of the signed application.

SECTION 2: GENERAL INFORMATION
(continued)

HOW WILL WE HANDLE INSURANCE FRAUD?

We promise to focus on all means necessary to support fraud detection, investigation, and prosecution. It is a crime if you or the employer knowingly, and with intent to injure, defraud or deceive us, file a claim containing any false, incomplete or misleading information. These actions, as well as submission of false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

WHAT IF FACTS ABOUT YOU ARE NOT ACCURATE?

If relevant facts about you were not accurate, then we will use accurate information to decide if your coverage should be in effect and what your amount of coverage should be. If the cost of your coverage is affected, we will make a fair adjustment in the cost.

DOES THE EMPLOYER ACT AS YOUR AGENT?

For all purposes of the policy, the employer acts on its own behalf or as your agent. The employer is not our agent.

WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?

You can start legal action regarding your claim 60 days after the date you sent us proof of claim. You have up to three years after the date you sent us proof of claim to start legal action, unless otherwise provided by law.

DOES THIS PLAN REPLACE OR AFFECT ANY REQUIREMENT FOR WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?

The plan does not replace or affect requirements for coverage by Workers' Compensation Insurance or state disability insurance.

SUMMARY OF THE ELIGIBILITY FOR COVERAGE SECTION 3

VOLUNTARY PLANS

What will you find in this section?

- eligibility for coverage
- waiting period
- when coverage becomes effective
- changing coverage under this plan
- what happens to coverage during a layoff, leave of absence or a family or medical leave of absence
- when coverage under this plan ends

What terms do we define in this section?

- waiting period
- active employment
- work site
- re-enrollment period
- enrollment period
- initial enrollment period
- layoff
- leave of absence
- evidence of insurability
- family or medical leave of absence

SECTION 3: ELIGIBILITY FOR COVERAGE

VOLUNTARY PLANS

WHEN ARE YOU ELIGIBLE FOR COVERAGE?

If you are in an eligible class you may apply for coverage under this plan on the later of:

- the date the plan is effective;
- OR
- the date you complete the waiting period.

WHAT IS YOUR WAITING PERIOD?

Your waiting period appears in the PLAN HIGHLIGHTS.

Waiting period is the number of days you must be in active employment in an eligible class before you may apply for coverage.

If you have been continuously employed by the employer but were not in an eligible class, we will apply any prior period of work with the employer toward the waiting period.

Active employment means you are:

- working for the employer at your work site for earnings the employer pays on a regular basis;

AND

- performing the material and substantial duties of your regular occupation.

Active employment includes normal non-work days such as vacation, weekends and holidays.

Your work site must be:

- the employer's usual place of business;
 - an alternative location if directed by the employer;
- OR
- a location to which your occupation requires you to travel.

**SECTION 3: ELIGIBILITY FOR COVERAGE
(continued)**

VOLUNTARY PLANS

WHEN MAY YOU ENROLL OR CHANGE YOUR COVERAGE UNDER THIS PLAN?

You may enroll or change your coverage only during an enrollment period as follows:

1. During the initial enrollment period:

If you are eligible for coverage on the plan effective date	THEN	you may apply for a coverage option for the first enrollment period.
---	------	--

If you become eligible for coverage after the plan effective date	THEN	you may apply for a coverage option for the enrollment period in which you are first eligible.
---	------	--

If your initial enrollment period takes place during or after a re-enrollment period, but before the plan anniversary date, then your choice of coverage will apply until the next re-enrollment period.

2. During a re-enrollment period:

You may:

- keep your same coverage under the plan;
- choose no coverage under the plan;
- enroll for coverage under the plan if you are not currently enrolled.

Coverage applied for or changes in coverage will apply until the next re-enrollment period.

If you are currently enrolled for coverage and do not re-enroll for coverage during a re-enrollment period you will continue to be insured for the same coverage as previously enrolled.

**SECTION 3: ELIGIBILITY FOR COVERAGE
(continued)**

VOLUNTARY PLANS

WHAT IF YOU ARE REHIRED BY THE EMPLOYER WITHIN THE SAME PLAN YEAR DURING WHICH YOUR EMPLOYMENT TERMINATED?

If you are rehired by the employer within the same plan year that your employment terminated, then:

- you will be insured for the same plan and class of coverage that was in effect for you on the date your employment terminated;

AND

- you may not change the plan or class of coverage during the rest of the plan year.

Re-enrollment period means a period of time as set by your employer and us during which you may apply, in writing, for coverage under this plan, or change your coverage under this plan if you are currently enrolled.

Enrollment period means the initial enrollment period and any re-enrollment period.

Initial enrollment period means one of the following periods during which you may first apply in writing for coverage under this plan:

- if you are eligible for coverage on the plan effective date, a period before the plan effective date as set by your employer and us;
- if you become eligible for coverage after the plan effective date, the period ending 31 days after the date you are first eligible to apply for coverage.

**SECTION 3: ELIGIBILITY FOR COVERAGE
(continued)**

VOLUNTARY PLANS

WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?

Your coverage will be effective on the later of:

1. the first day of the pay period for which contributions for your coverage are deducted;
- OR
2. the day determined as follows:

For coverage applied for during the initial enrollment period and before your eligibility date

THEN

your coverage is effective on your eligibility date

For coverage applied for during the initial enrollment period and within the first 31 days after the date you are first eligible to apply

THEN

your coverage is effective on the date you apply

For a change in coverage applied for during a re-enrollment period

THEN

your selected coverage will be effective on the first day following the plan anniversary date.

For coverage applied for more than 31 days after the date you are first eligible to apply

THEN

your selected coverage will be effective on the first day following the date we approve your application.

**SECTION 3: ELIGIBILITY FOR COVERAGE
(continued)**

VOLUNTARY PLANS

WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?

If you are not in active employment as a result of your injury or a sickness then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

WILL YOUR COVERAGE CONTINUE IF YOU ARE ON A LAYOFF OR LEAVE OF ABSENCE?

Your employer may continue your coverage if you are on a layoff or on an approved leave of absence. Your coverage may continue through the end of the month following the month in which your layoff or leave of absence begins. The cost of your coverage must be paid during the layoff or leave of absence period.

Layoff or leave of absence means the employer has agreed in writing and in advance to a temporary absence from active employment for a specified period of time. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.

WHEN IS EVIDENCE OF INSURABILITY REQUIRED?

You will need to provide evidence of insurability to us with your application. You must apply for coverage in writing through the employer and use an application form that is satisfactory to us.

Evidence of insurability means a statement of your medical history which we will use to assess if you will be approved for coverage.

**SECTION 3: ELIGIBILITY FOR COVERAGE
(continued)**

VOLUNTARY PLANS

WHAT HAPPENS TO YOUR COVERAGE IF YOU ARE ON A FAMILY OR MEDICAL LEAVE OF ABSENCE?

If you are on a family or medical leave of absence, your coverage will be governed by the employer's Human Resource policy on family and medical leaves of absence.

We will continue your coverage if the following conditions are met:

- premiums for the cost of your continued coverage are paid;

AND

- your leave is approved in advance and in writing by the employer.

Your coverage will continue for up to the greater of:

- the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments;

OR

- the leave period required by applicable state law.

While you are on an approved family or medical leave of absence we will use earnings from your regular occupation you were performing just prior to the date your leave of absence started to determine our payments to you.

If your coverage does not continue during a family or medical leave of absence, then when you return to active employment:

- you will not have to meet a new waiting period, including a waiting period for coverage of a pre-existing condition;

AND

- you will not have to give us evidence of insurability to reinstate the coverage you had in effect before your leave began.

Family and medical leave of absence means a leave of absence for the birth, adoption or foster care of a child, or for the care of you, your child, spouse or parent who has a serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 and any amendments, or by applicable state law.

SECTION 3: ELIGIBILITY FOR COVERAGE
(continued)

VOLUNTARY PLANS

WHEN DOES YOUR COVERAGE UNDER THIS PLAN END?

Your coverage under this plan will end on the earliest of the following:

- the date the policy or plan terminates;
- the date you are no longer in an eligible class;
- the date your class is no longer eligible for coverage;
- the last day for which premium for your coverage has been paid;
- the date you cease active employment due to a labor dispute, which includes but is not limited to strike, work slowdown, or lockout;
- the date you cease active employment with the employer, unless you are disabled or on an approved layoff or leave of absence.

We will provide coverage for a payable disability claim that occurs while you are covered under the policy or plan.

Strike Continuation provision:

You may continue your coverage for not more than six months while you are not in active employment because of a general work stoppage (including a strike or lockout) resulting from a labor dispute between the employer and your collective bargaining unit, subject to the following rules:

1. The premiums for your coverage during the work stoppage will equal 120% of the premium rate in effect under the policy on the date the work stoppage began. We have the right to change the premium rates during the work stoppage in accordance with the terms of the policy.
2. You must pay the entire premium for your coverage (including the employer's share) to your collective bargaining unit as each premium comes due during the work stoppage.
3. Your coverage during a work stoppage will end on the earliest of the following dates:
 - a. On any premium due date, if you fail to make the required premium payment to your collective bargaining unit on or before that date.
 - b. On the date six months after you last were in active employment.
 - c. On the date you begin full time employment with another employer.
 - d. At our option, on any premium due date, if less than 75% of the employees eligible to continue their coverage make the required premium payment to your collective bargaining unit.

SUMMARY OF THE LONG TERM DISABILITY BENEFIT SPECIFICS SECTION 4

What will you find in this section?

- what disability means
- when monthly payments start
- returning to work during the elimination period
- requirements of care from a doctor
- when will we not cover a disability
- what happens if the employer changes insurance plans
- our payment if you are disabled and not working
- our payment if you are disabled and working
- what are (and are not) other income amounts
- cost of living increases to any other income amounts
- payment limitations
- when monthly payments stop
- temporary recovery

What terms do we define in this section?

- disability
- material and substantial duties
- regular occupation
- reasonable employment option
- gainful occupation
- sickness
- injury
- elimination period
- regular care
- doctor
- pre-existing condition
- treatment
- prior group insurance plan
- maximum monthly payment
- gross monthly payment
- minimum monthly payment
- maximum capacity
- retirement plan
- disability benefits under a retirement plan
- retirement benefits under a retirement plan
- eligible retirement plan
- mental illness
- substance abuse
- maximum payment duration

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

WHAT DOES DISABILITY MEAN?

Disabled/Disability means our determination that your sickness or injury began while you are covered under the policy and:

- **during the elimination period and for the first 24 months of disability benefits, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation and a reasonable employment option offered to you by the employer and, as a result, the income you are able to earn is less than or equal to 80% of your pre-disability earnings.**
- **After the first 24 months of disability benefits, prevents you from performing with reasonable continuity the material and substantial duties of any gainful occupation and, as a result, the income you are able to earn is less than or equal to 60% of your pre-disability earnings.**

Material and substantial duties are the duties that:

- **are normally required for the performance of the occupation;**

AND

- **cannot be reasonably omitted or changed.**

limited reg occ
w/ residual

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)

Regular occupation means the occupation, as it is performed nationally, that you are routinely performing when your disability begins. Your regular occupation does not mean the job you are performing for a specific employer or at a specific location.

Reasonable employment option means an employment position with the employer for which you are able to perform the material and substantial duties given your education, training and experience. If you have been working in a reasonable employment option for 6 months or more, the reasonable employment option will then be considered your regular occupation.

Gainful occupation means any occupation that your past training, education, or experience would allow you to perform or for which you can be trained.

Sickness means an illness or disease. It also includes an injury which occurs before you are insured. It does not include risk of sickness.

Injury means a bodily injury that occurs while you are insured and is the direct result of an accident and not related to any other cause. It does not include risk of injury.

Related Rules:

You will not be considered disabled from work in an occupation because of a reduction in your earnings resulting from a change in economic conditions or other factors that are not directly related to your sickness or injury. Examples of factors that we will not consider in determining whether you are disabled include, but are not limited to, recession, job obsolescence, job restructuring or elimination, pay cuts, and job sharing.

You will not be considered disabled from work in an occupation solely because of:

1. Your employer's work schedule that is inconsistent with the normal work schedule of your regular occupation;
2. Your relationship with your employer or other employees of the employer; or
3. The physical relationship of your employer's workplace that is inconsistent with the normal physical environment of your regular occupation.

You will not be considered disabled from work in an occupation solely because of the loss, suspension, restriction, surrender, or failure to maintain a required state or federal license to engage in the occupation.

You will not be considered disabled from work in an occupation solely because of your inability to work more than 40 hours per week in the occupation, even if you were regularly required to work more than 40 hours per week prior to becoming disabled.

Your disability must begin while you are covered under the policy.

use when disability contains
a gainful occupation period

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)

DOES YOUR DISABILITY NEED TO CONTINUE FOR A PERIOD OF TIME BEFORE OUR PAYMENTS TO YOU BEGIN?

Your disability must continue through the elimination period before we begin making payments to you.

Elimination period is a period of continuous days of disability. The elimination period begins on the first day of your disability.

WHAT HAPPENS IF YOU RETURN TO WORK DURING THE ELIMINATION PERIOD?

We will consider your disability continuous if you have one or more periods of temporary recovery during the elimination period for a maximum of 14 days AND become disabled again due to the same sickness or injury.

Temporary recovery means any time when we do not consider you to be disabled. The days you are not disabled will not count toward the elimination period.

acc of ep = 14 days

**SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)**

DO YOU NEED TO BE UNDER THE CARE OF A DOCTOR?

We require you to be under the regular care of a doctor for the sickness or injury causing your disability in order to be eligible to receive payments from us.

Regular care means:

- you personally visit a doctor as often as is medically required to effectively manage and treat your disabling condition(s), according to generally accepted medical standards;

AND

- you are receiving appropriate treatment and care, according to generally accepted medical standards. Treatment and care for the sickness or injury causing your disability must be given by a doctor whose specialty or experience is appropriate.

Doctor means a person:

- regularly performing tasks that are within the limits of the person's medical license;

AND

- who is licensed to practice medicine and prescribe and administer drugs or to perform surgery;
- with a doctoral degree in Psychology (Ph.D. or Psy.D.) and whose primary practice is treating patients; OR
- who is a legally qualified medical practitioner according to the laws and regulations of the jurisdiction in which regular care is being given.

We will not recognize you, your spouse, children, parents, or siblings as a doctor for a claim you submit.

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)

MAY WE REQUIRE YOU TO BE EXAMINED OR INTERVIEWED BY INDIVIDUALS OTHER THAN THE DOCTOR PROVIDING REGULAR CARE?

We may require you to be examined by doctor(s), other medical practitioner(s) or vocational expert(s) of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so. In addition, we may require an interview with you by an authorized representative of ours.

WHEN WILL WE NOT COVER A DISABILITY?

We will not cover a disability if it is due to:

- war, declared or not, or any act of war;
- intentionally self-inflicted injuries or illness, while sane or insane;
- your active participation in a riot;
- your attempt to commit or your commission of a felony under federal or state law, or your being engaged in an illegal occupation;
- your service in the armed forces, military reserves or National Guard of any country or International authority, or in a civilian unit serving with such forces;
- cosmetic or reconstructive surgery, except for complications arising from any such surgery or for surgery necessary to correct a deformity caused by accidental injury or sickness;
- an accident resulting from or caused by your operation of a motor vehicle while intoxicated according to the laws of the jurisdiction where the accident occurred; or
- an accident resulting from or caused by your being under the influence of drugs or any controlled substance, unless taken as prescribed by your doctor.

No benefits are payable for any period of disability during which you are incarcerated in a penal or correctional facility for a period of 30 or more consecutive days or for which you are not under the regular care of a doctor.

If your professional or occupational license or your certification is suspended, revoked or surrendered, loss of your license or certification, by itself, does not mean you are disabled.

**SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)**

VOLUNTARY PLANS

WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

We will cover your disability if it is caused by, contributed to by, or results from a pre-existing condition and your disability begins after you have been insured for 12 consecutive months after the effective date of your coverage. If you do not meet this time period requirement, your disability is excluded from coverage under this plan.

Pre-existing condition is a sickness or injury:

- **for which you received treatment;**

OR

- **where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

within the 3 months prior to your effective date of coverage.

Treatment includes:

- **consulting with a doctor**
- **receiving care or services from a doctor or from other medical professionals a doctor recommends you see**
- **taking prescribed medicines**
- **being prescribed medicines**
- **you should have been taking prescribed medicines but chose not to**
- **receiving diagnostic measures.**

Plan A or Plan B
3/12 pre-x

**SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)**

VOLUNTARY PLANS

WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION IF YOU INCREASE YOUR COVERAGE DURING A RE-ENROLLMENT PERIOD?

If you increase your coverage during a re-enrollment period we will cover the increased amount of coverage for your disability if your disability is caused by, contributed to by, or results from a pre-existing condition and your disability begins after you have been insured for 12 months after the effective date of the increase in your coverage. If you do not meet this time period requirement, then the increased amount of coverage for your disability is excluded from coverage under this plan.

Pre-existing condition is a sickness or injury:

- for which you received treatment;

OR

- where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

within the 3 months prior to your effective date of coverage.

Treatment includes:

- consulting with a doctor;
- receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- taking prescribed medicines;
- being prescribed medicines;
- you should have been taking prescribed medicines but chose not to;
- receiving diagnostic measures.

Plan A or Plan B
3/12 pre-x

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)

WHAT IF THE EMPLOYER CHANGES INSURANCE PLANS AND YOU ARE NOT IN ACTIVE EMPLOYMENT DUE TO AN INJURY OR SICKNESS ON THE EFFECTIVE DATE OF THIS PLAN?

Continuity of Coverage

We will cover you under this plan if you were insured by the prior group insurance plan, and the cost of your coverage under the prior group insurance plan was paid.

Our payments to you will be limited to the monthly amount the prior group insurance plan would have paid you had the plan stayed in effect. Our payments will be reduced by any amount the prior group insurance plan is responsible for paying.

Prior group insurance plan means the group long term disability plan in effect with the employer just before the effective date of this plan.

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)

WHAT IF YOU WERE INSURED BY THE PRIOR GROUP INSURANCE PLAN AND BECOME DISABLED UNDER THIS PLAN DUE TO A PRE-EXISTING CONDITION?

Continuity of Coverage

If you were insured by the prior group insurance plan just before you become eligible for coverage under this plan; you are in active employment; and you are insured under this plan, then you may be eligible for payments from us under this plan if your disability is due to a pre-existing condition.

In order to receive payments from us, you must meet the pre-existing condition exclusion of:

- this plan;

OR

- the prior group insurance plan had the plan stayed in effect.

We will consider the total amount of time you were continuously insured under both the prior group insurance plan and this plan to determine if you satisfy the pre-existing condition exclusion. If you cannot satisfy the pre-existing condition exclusion of either plan then we will not pay you a disability benefit.

We will determine our payments to you using the provisions of this plan, but your monthly payment will not be more than the maximum monthly payment of the prior group insurance plan. Your monthly payments will end on the earlier of the following dates:

- the end of the maximum payment duration under this plan;

OR

- the date benefits would have ended under the prior group insurance plan if the plan had stayed in effect.

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)

HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN 20% OF YOUR PRE-DISABILITY EARNINGS?

Our payment will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: Compare this amount to the maximum monthly payment for this plan.
- Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross monthly payment.
- Step 4: Subtract from the gross monthly payment any other income amounts except any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity. This is the payment that you may receive.

HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN 20% AND 80% OF YOUR PRE-DISABILITY EARNINGS FOR THE FIRST 24 MONTHS OF DISABILITY BENEFITS AND BETWEEN 20% AND 60% OF YOUR PRE-DISABILITY EARNINGS THEREAFTER?

Our payment to you for 24 months will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: Compare this amount to the maximum monthly payment for this plan.
- Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross monthly payment.
- Step 4: Subtract from the gross monthly payment:
 - 100% of any other income amounts except any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity; then
 - Subtract any income you earn or receive from any form of employment or income you could have earned by working to your maximum capacity only if the sum of the gross monthly payment plus this income exceeds 100% of your indexed pre-disability earnings. The monthly benefit will then be reduced by that excess amount. This is the payment that you may receive.

Our payment to you after 24 months will be figured by using the following formula:
(A divided by B) x C

- A = Your indexed pre-disability earnings minus any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity while you are disabled.
- B = Your indexed pre-disability earnings.
- C = The benefit calculated in Step 4 above, under the "HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN 20% OF YOUR PRE-DISABILITY EARNINGS?" section.

limited 100% with indexing

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)

"Indexed pre-disability earnings" means your basic monthly earnings in effect just prior to the date your disability began adjusted on the first anniversary of benefit payments and each following anniversary. Each adjustment will be based on the lesser of 10% or the current annual percentage increase in the Consumer Price Index. The Consumer Price Index means the CPI-W as published by the U.S. Department of Labor. We reserve the right to use some other similar measurement if the U.S. Department of Labor changes or stops publishing the CPI-W.

Your loss of earnings must be as a result of or due to the same sickness or injury for which you are disabled.

limited 100% with indexing

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)

WHAT IF YOUR CURRENT INCOME FLUCTUATES?

If your current income fluctuates, we may average amounts over a three (3) consecutive month period of time.

IF YOU ARE DISABLED AND WORKING, EARNING MORE THAN 80% OF YOUR PRE-DISABILITY EARNINGS DURING THE FIRST 24 MONTHS OF LTD BENEFIT PAYMENTS AND MORE THAN 60% THEREAFTER, NO PAYMENT WILL BE MADE.

Maximum monthly payment means the maximum monthly amount for which you are insured under this plan.

Minimum monthly payment means the minimum monthly amount for which you are insured under this plan, except where necessary to recover an overpayment.

Gross monthly payment means the maximum payment amount before we subtract other income amounts.

Your pre-disability earnings, benefit percentage, and maximum monthly payment appear in the PLAN HIGHLIGHTS.

WHAT IF YOU ARE DISABLED FOR ONLY PART OF A MONTH?

Your monthly payment from us is pro-rated. This means that if you are disabled for only part of a month, you will receive a payment equal to 1/30th of a full monthly payment for each day of the month you are disabled.

**SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)**

WHAT ARE OTHER INCOME AMOUNTS?

These are amounts, other than payments you are receiving from us, that include:

1. any benefits and awards you receive or are eligible to receive under:
 - a. Workers' Compensation Law;
 - b. occupational disease law;
 - c. any other similar act or law.

2. any disability income benefits you receive or are eligible to receive under:
 - a. any compulsory benefit act or law;
 - b. any other group insurance plan with the employer or with an association;
 - c. any other group insurance plan with another employer which you become insured under after your disability under this plan begins;
 - d. any governmental retirement system as a result of your job with the employer.

Long term disability payments are primary under this policy, meaning our payments to you will be reduced by any short term disability payments under a policy with the employer.

3. any benefits under the United States Social Security Act, The Canada Pension Plan, The Quebec Pension Plan and includes any similar plan or act. Benefits include:
 - a. disability benefits you, your spouse, or your children receive or are eligible to receive as a result of your disability;
 - b. retirement benefits you receive, your spouse or your children receive as a result of your receipt of retirement benefits.

If your disability begins after your 70th birthday, and you were receiving Social Security retirement benefits before your disability began, then we will not reduce our payments to you by these retirement benefits.

4. any benefits you receive from the employer's sick leave or formal salary continuation plan.

5. any income you earn or receive from any form of employment, including any income you could have earned while disabled by working to your maximum capacity, but you do not do so. We may require you to send us proof of your income. We will adjust our payment to you based on this information. As a part of the proof of income, we can require you to send us appropriate tax and financial records we believe we need to substantiate your income.

Maximum capacity means, based on the limiting factors of your identified sickness or injury, the greatest extent of work you are able to do in an occupation from which you must be considered disabled in order to receive disability benefits.

Primary/Family

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)

6. any benefits from the employer's retirement plan you:
- a. receive as disability benefits;
 - b. voluntarily choose to receive as retirement benefits;
 - c. receive as retirement benefits once you reach the greater of age 62 or normal retirement age (as defined in the employer's retirement plan).

Regardless of how the retirement funds from the plan are distributed, for the purposes of figuring our payment to you, we consider employee and employer contributions to be distributed at the same time throughout your lifetime.

This plan does not reduce payments you receive from us for your contributions to the employer's retirement plan, or for amounts you rollover or transfer to an eligible retirement plan.

Retirement plan is a defined contribution plan or defined benefit plan. These are plans that provide retirement benefits to employees and are not funded entirely by employee contributions.

Disability benefits under a retirement plan are benefits that are paid due to disability and which do not reduce the retirement benefit that would have been paid if the disability had not occurred.

Retirement benefits under a retirement plan are benefits that are paid based on the employer's contribution to the retirement plan. Disability benefits that reduce the retirement benefit under the plan will also be considered a retirement benefit.

Eligible retirement plan is defined in §402 of the Internal Revenue Code of 1986 and includes future amendments to §402 affecting the definition.

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)

7. any benefits for loss of time or lost wages you receive from the mandatory portion of a no-fault motor vehicle insurance plan, or automobile liability insurance policy.
8. any amounts you receive under any unemployment compensation law.
9. any amounts you receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.

If you receive any of the other income amounts in a lump sum payment, we will pro-rate the lump sum on a monthly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a monthly basis to the end of your maximum payment duration.

Other income amounts must be payable as a result of the same disability for which you are receiving a payment from us, except for retirement benefits and any income you earn or receive from any form of employment.

WHAT IF SUBTRACTING OTHER INCOME AMOUNTS RESULTS IN A ZERO PAYMENT TO YOU?

We will pay you a minimum monthly payment under this plan, subject to any overpayments.

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)

DO WE HAVE THE RIGHT TO ESTIMATE OTHER INCOME AMOUNTS?

We have the right to estimate the amount of benefits you may be eligible to receive under Other Income Amounts, items 1, 2 and 3a. We can reduce our monthly payment to you by this estimated amount if you:

- have not been awarded such benefits but have not been denied such benefits;

OR

- have been denied such benefits and the denial is being appealed;

OR

- are reapplying for such benefits.

We will not reduce our payments to you by these estimated amounts if you:

- apply (or reapply) for benefits and appeal your denial through all of the administrative levels we believe are necessary;

AND

- sign our payment option form stating you promise to pay back to us any overpayment of benefits caused by an award.

If we reduce our payment to you by an estimated amount:

- then we will adjust our payments to you when you give us proof of the amount awarded;

OR

- we will give you a lump sum refund of the estimated amount if you were denied benefits and have completed all appeals (or reapplications) we believe are necessary.

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)

WHAT ARE NOT OTHER INCOME AMOUNTS?

We will not subtract from our payments to you any amounts you receive from the following:

- 401(k) plans
- profit sharing plans
- thrift plans
- tax sheltered annuities
- stock ownership plans
- credit disability insurance
- non-qualified plans of deferred compensation
- pension plans for partners
- military pension and military disability income plans
- a retirement plan from another employer
- individual retirement accounts (IRA)
- informal salary continuation plan
- benefits from individual disability plans

WHAT HAPPENS IF YOU RECEIVE A COST OF LIVING INCREASE TO ANY OTHER INCOME AMOUNTS?

Other than for increases in any income you earn or receive from any form of employment, once we have subtracted an other income amount from your gross disability payment, we will not further reduce our payment to you due to a cost of living increase in any other income amount.

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)

WHEN WILL YOU RECEIVE A LIMITED NUMBER OF PAYMENTS FROM US FOR A DISABILITY?

If your disability is caused or contributed to by mental illness or substance abuse, we will pay you a monthly payment for a maximum of 24 months in your lifetime. We will not pay you a monthly payment beyond the maximum payment duration.

Mental illness means disability caused or contributed to by psychiatric or psychological conditions, regardless of cause, and includes:

- schizophrenia;
- depression;
- manic depressive or bipolar illness;
- anxiety;
- personality disorders;
- adjustment disorders;
- other conditions usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar methods of treatment.

Substance abuse means a pattern of pathological use of alcohol or other addictive drugs unless prescribed by a doctor and used by you as prescribed.

This limitation does not apply to dementia, if due to:

- stroke;
- trauma;
- viral infection;
- Alzheimer's disease;
- other such conditions not listed above which are not usually treated by a mental health provider using psychotherapy; psychotropic drugs or other similar methods of treatment.

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)

WHEN WILL OUR PAYMENTS TO YOU STOP?

We will stop payments on the earliest of the following dates:

- the date you are no longer disabled according to this plan;
- the date you reach the end of the maximum payment duration;

Maximum payment duration means the period of time during which we will send you a monthly payment. Your maximum payment duration is based on your age when you become disabled and appears in the PLAN HIGHLIGHTS.

- during the first 24 months of disability benefits, the date your current earnings exceed 80% of your pre-disability earnings; after the first 24 months of disability benefits, the date your current earnings exceed 60% of your pre-disability earnings. If your current earnings fluctuate, we may average your current earnings over a three (3) consecutive month period of time instead of stopping your payment on the date your current earnings reach the earnings limit;
- the date you die;
- the date you fail to provide proof of continuing disability;
- the date you refuse to participate in an approved rehabilitation program;
- the date you cease to be under the regular care of a doctor, or refuse to undergo, at our expense, an examination or testing by a doctor or vocational, rehabilitation, or health assessment testing when we require such examination or testing;
- the date you refuse to receive medical treatment, including taking prescribed medicines, that your doctor has recommended and that is generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect;
- the date you refuse to make a good faith effort to adhere to necessary wellness programs that your doctor has recommended and that are generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect. We will work with your treating doctor to determine the necessary wellness programs, if any, in accordance with generally accepted medical standards.

We will give you 30 days prior written notice of our intent to apply this provision to terminate benefits. During those 30 days you will have an opportunity to begin or resume reasonable efforts to adhere to the medically necessary Wellness Programs. We will not terminate benefits if there is no reasonable basis for believing that you will be able to return to productive employment in your regular occupation or another gainful occupation on a full-time or part-time basis if you adhere to the recommended wellness programs.

Wellness programs include, but are not limited to, appropriate programs for dietary and nutritional improvement, weight management, smoking cessation, abstention from the excessive or illegal use of alcohol or narcotics, regular participation in exercise activities, stress management, pain management, behavioral therapy, coaching, and the regular taking of prescribed medications.

limited reg occ
disability w/o ADL

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)

WHEN WILL OUR PAYMENTS TO YOU STOP? - continued

- the date you refuse to try or attempt to work with the assistance of:
 1. modifications made to your work environment, functional job elements or work schedule; or
 2. adaptive equipment or devices,
that a qualified doctor has indicated will accommodate the limiting factors of the sickness or injury for which you are claiming benefits under the policy and will enable you to perform the material and substantial duties of an occupation from which you must be considered disabled in order to receive disability benefits;
- if you are considered to reside outside the United States. You will be considered to reside outside the United States if you have been outside the United States for a total period of 6 months or more during any 12 consecutive months of disability benefits.

limited reg occ
disability w/o ADL

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)

WHAT HAPPENS IF YOU HAVE A TEMPORARY RECOVERY BUT YOU BECOME DISABLED AGAIN DUE TO THE SAME INJURY OR SICKNESS AS A PRIOR DISABILITY?

If you return to work and are no longer disabled, and the same sickness or injury causes your disability to occur again within six months of the date the prior disability ended, we will resume our monthly payments to you if you were continuously insured under the plan for the period of your temporary recovery. You will not need to complete a new elimination period for this disability.

Your current period of disability will be subject to the same terms of the plan that applied to your prior period of disability.

If you become entitled to payments under any other group long term disability plan (including a plan with the employer that became effective after your disability began), you will not be eligible for payments under this plan.

A disability due to other causes will be treated as a new disability and will be subject to all of the provisions of this plan.

SUMMARY OF THE CLAIM INFORMATION SECTION 5

What will you find in this section?

- notifying us of a claim
- giving us proof of claim
- filing a claim
- information needed in the proof of claim
- when payments to you begin
- who we make payments to

SECTION 5: CLAIM INFORMATION

WHEN DO YOU NOTIFY US OF A CLAIM?

You need to notify us in writing of your claim within 30 days prior to the end of the elimination period. If you are not able to notify us within this time, then you need to notify us as soon as reasonably possible. Notice includes a notice you give, or which is given on your behalf, to us, or to an authorized agent of ours.

WHEN DO YOU NEED TO GIVE US PROOF OF YOUR CLAIM?

Early proof of claim will allow us to make a timely claim decision. You need to send to us written proof of your claim within the first 90 days after the elimination period ends. If you are unable to give us proof of your claim within this time, then you must give us proof of your claim within the next 12 months. If you do not have the legal capacity to make responsible decisions concerning yourself, then you may give us proof of your claim after this period.

You must notify us immediately when you return to work in any capacity.

HOW DO YOU FILE A CLAIM?

You can get a claim form from the employer, or you may ask us for a form. If you ask us for a claim form, but you do not receive the form from us within 15 days after asking for it, then you should send written proof of your claim to us without waiting for the form.

You and the employer must fill out your claim form. Once you and the employer have completed the claim form, give the claim form to the doctor providing you regular care for your sickness or injury causing disability. The doctor must fill out the physician section of the form. Send the completed form to us within the stated time frames.

WHAT AUTHORITY DO WE HAVE IN DETERMINING YOUR ELIGIBILITY FOR BENEFITS?

We have the discretionary authority to determine your eligibility for benefits and to construe the terms of the policy to make a benefits determination.

SECTION 5: CLAIM INFORMATION (continued)

WHAT INFORMATION DO YOU NEED TO INCLUDE IN YOUR PROOF OF CLAIM?

Your proof of claim must include:

- that you are under the regular care of a doctor;
- the date your disability began;
- the cause of your disability as determined by objective medical tests and examinations acceptable to the medical community;
- the extent of your disability, including restrictions and limitations which prevent you from performing your regular occupation;
- the name and address of all hospital(s) or institution(s) where you received treatment, including all doctors who provided regular care;
- appropriate documentation of your earnings.

We may request that you send proof of continuing disability indicating that you are under the regular care of a doctor. We must receive this proof within 30 days of the date we ask for it. In some cases, we will require you to give us authorization to obtain additional medical and non-medical information as part of your proof of claim. We may temporarily suspend our payments to you if you do not cooperate, or do not submit the appropriate information.

WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?

Once we approve your claim, you will begin to receive payments after you complete the elimination period. We will send you a payment for any period for which we are liable. If the policy or a plan is canceled, the cancellation will not affect a payable claim.

WHO DO WE MAKE PAYMENTS TO?

We will make all payments to you.

WHAT HAPPENS IF WE OVERPAY YOUR CLAIM?

We have the right to recover overpayments due to:

- fraud;
- an error we make in processing your claim;
- your receipt of other income amounts.

If we determine that we overpaid your claim, then we require you repay us in full. We will determine the method by which you will repay us. We reserve the right to apply our future payments to you toward overpayments. We have the right to recover overpayments from your eligible survivors or estate. We will not recover more money from you than the amount we paid to you.

SUMMARY OF THE ADDITIONS TO YOUR LTD PLAN SECTION 6

What will you find in this section?

Other services and additional benefits are explained in this section and may be applicable to your plan.

SECTION 6: ADDITIONS TO YOUR LTD PLAN

VOCATIONAL REHABILITATION

If you are disabled and receiving a payment from us, you may be required to participate in vocational rehabilitation services. These services may include vocational testing and training, job modifications, job placement, or other services we find reasonably needed to assist you in returning to active employment either full-time or part-time.

We will determine the extent to which these services may be provided. We will pay for these services with the service provider(s), unless we agree to other arrangements.

Our decision to offer these services will be based on:

- your education, training and experience
- your transferable skills
- your physical and mental abilities
- your motivation to return to active employment
- the labor force demand for workers in the proposed occupation in your demographic area
- our expected liability for your long term disability claim.

To qualify for these services, you must:

- have a disability which prevents you from performing some or all of the material and substantial duties of your regular occupation
- lack the skills, training, or experience you would need to perform another gainful occupation
- possess the physical and mental abilities you need to complete a rehabilitation program
- be reasonably expected to return to active employment with the assistance of these services.

A vocational rehabilitation program proposal may be made by either us, your doctor or yourself. We will prepare a written program with the input of you, your doctor, your current employer and/or your prospective employer. Once your doctor and we approve a program, you will be provided services according to the written program.

SECTION 6: ADDITIONS TO YOUR LTD PLAN

VOCATIONAL REHABILITATION (continued)

The written program will describe:

- the goals of the program
- what our responsibilities are
- what your responsibilities are
- what responsibilities are of any third party(ies) associated with this program
- the expected dates of the services
- the expected costs of the services
- the expected duration of the program

We reserve the right to make the final decision concerning your eligibility to take part in this program, and the amount of any services you will be provided.

If your doctor approves the rehabilitation program we have designed for you, and you do not complete your responsibilities under the program, then we may discontinue our payments to you under this plan unless there is good cause.

Good cause means documented physical or mental impairments, which leave you unable to take part in or complete the agreed upon program. It can also mean that you are involved in:

- **medical treatment which prevents or interferes with your taking part in or completing the program**
- **some other vocational rehabilitation program which conflicts with your taking part in or completing the program we developed, and is reasonably expected to return you to active employment.**

SECTION 6: ADDITIONS TO YOUR LTD PLAN

SOCIAL SECURITY ASSISTANCE

HOW CAN WE ASSIST YOU WITH OBTAINING SOCIAL SECURITY DISABILITY BENEFITS?

If you are receiving a payment from us, we can provide advice to you regarding your claim and assist you with your application for Social Security disability benefits or an appeal.

If you receive Social Security benefits this may enable you to receive Medicare after 24 months of disability payments, protect your retirement benefits, and your family may be eligible for Social Security benefits.

We can assist you in obtaining Social Security disability benefits by:

- helping you find appropriate legal representation or other assistance;

AND

- obtaining medical and vocational evidence;

AND

- reimbursing pre-approved case management expenses.

SECTION 6: ADDITIONS TO YOUR LTD PLAN

LUMP SUM SURVIVOR BENEFIT

WHAT BENEFITS MAY BE PAYABLE TO YOUR SURVIVOR IF YOU DIE?

If we receive proof of your death:

- after you have been disabled for at least 180 consecutive days

AND

- while you were receiving a monthly payment from us
- we will pay a one-time lump sum benefit to your eligible survivor. This benefit will be equal to 3 times your last gross monthly benefit payment. We will first apply this benefit to any overpayment which may exist on your claim.

Gross monthly benefit means the benefit amount before any reductions for other income benefits and earnings.

WHO ARE YOUR ELIGIBLE SURVIVORS?

Your spouse, if living, otherwise your children who are under age 25. If you do not have any eligible survivors, payment will be made to your estate. If there is no estate, then no payment will be made.

Payments becoming due to your children will be made to:

- the children

OR

- a person we name to receive payments on behalf of your children.

This payment will be valid and effective against all claims by others representing or claiming to represent your children.

SECTION 6: ADDITIONS TO YOUR LTD PLAN

PERSONAL CARE ASSISTANCE BENEFIT

A monthly Personal Care Assistance Benefit may be payable to you after the end of the maximum payment duration.

You will qualify for Personal Care Assistance Benefits if you meet each of the following requirements:

1. You received LTD benefits throughout the maximum payment duration;
2. You are continuously disabled on and after the last day of the maximum payment duration; and
3. We determine that you have a sickness or injury for which personal care assistance is required.

It is not necessary for you to actually receive personal care assistance to qualify for Personal Care Assistance Benefits.

If you qualify for a Personal Care Assistance Benefit, the amount of the monthly Personal Care Assistance Benefit we pay will be equal to the amount of your net monthly payment, up to a maximum of \$3,000 per month.

Personal Care Assistance Benefits end on the earliest of the following dates:

1. The date you cease to be considered continuously in need of personal care assistance.
2. The date on which you have received Personal Care Assistance Benefit payments for 60 months.

The provisions of your Coverage under the Group Policy that apply to the payment of LTD benefits apply also to the payment of Personal Care Assistance Benefits.

Personal Care Assistance - You will be considered in need of personal care assistance if:

1.
 - a. **You have a cognitive impairment; OR**
 - b. **You have a terminal illness; OR**
 - c. **You require active, hands-on help from another person to perform two or more activities of daily living; AND**
2. **You are unable to engage in any substantial gainful activity for which you may be qualified by education, training, or experience.**

SECTION 6: ADDITIONS TO YOUR LTD PLAN

PERSONAL CARE ASSISTANCE BENEFIT - continued

Activities of daily living (ADL) means:

- **bathing - the ability to wash oneself in either a tub or shower, or by sponge bath; including the tasks of getting into and out of the tub or shower with or without the assistance of equipment;**
- **dressing - the ability to put on, take off, and secure all necessary and appropriate items of clothing and any necessary braces or artificial limbs;**
- **toileting - the ability to get to and from the toilet, get on and off the toilet, and perform associated personal hygiene with or without the assistance of equipment;**
- **transferring - the ability to move in and out of a bed, chair or wheelchair with or without the assistance of equipment;**
- **mobility - the ability to walk or wheel on a level surface from one room to another with or without the assistance of equipment;**
- **eating - the ability to get nourishment into the body by any means once it has been prepared and made available to one with or without the assistance of equipment;**

Cognitive impairment means you have a deterioration or loss in intellectual capacity, resulting from injury, sickness, Alzheimer's disease or similar forms of irreversible dementia and you need another person's active help or verbal guidance for your own protection or for the protection of others. The deterioration or loss will be based on clinical evidence and/or clinical tests, according to generally accepted medical standards, that reliably measure your impairment.

Terminal illness means a diagnosed illness that, according to generally accepted medical standards, is expected to result in death within six months.

AMENDMENT NO. 3
Voluntary Short Term Disability Income Insurance

This amendment forms a part of the Group Policy No. 01 016850 00 and the certificate of coverage.

Policyholder: Williamson County

It is agreed that the following change is hereby made to the above-referenced Group Policy and Certificate:

Class 1:

Effective April 1, 2023:

The following is amended:
Waiting Period

The following page is affected by this change and is therefore replaced:
GDC-4500 12/05 (EE-1SV-2 Rev 3/99)

The effective date of this change is April 1, 2023, but will not be effective prior to an insured employee's effective date of coverage. This change only applies to disabilities which start on or after this effective date. All other terms and provisions of the policy will apply other than as stated in this amendment.

Dated at Bellevue, WA, this 18th day of April, 2023.

Symetra Life Insurance Company



Margaret Meister,
President

Accepted by:

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GDC-4500 12/05



Amendment-1

Symetra® is a registered service mark of Symetra Life Insurance Company.



**Symetra Life Insurance
Company**
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-
5135
(An insurance company)

Incorporation Provision

Beneficiary Companion, Travel Assistance and Identity Theft Resolution Services Policy Rider

Rider Number: 1
Policyholder: Williamson County
Policy Number: 01 016850 00

The following provision is hereby added to the above-referenced Group Policy and Certificate of Insurance. This Rider does not vary, waive, alter or extend any of the terms, conditions or provisions of The Policy.

Noninsurance Benefits

We may agree with the Policyholder to offer or provide to you the value-added benefits and services listed below. We have arranged for a third party service provider to give access to you to the services which relate to the line of insurance coverage the Policyholder has purchased. While we have arranged for this access, the third party service provider is liable to you for the provision of such services. We are not responsible for the provision of such services nor are we liable for the failure of the provision of the same. Further, we are not liable to you for the negligent provision of such services by this third party service provider. If you wish to initiate a complaint or are requesting an appeal, please contact the vendor by calling 1-877-823-5807 and you will be guided through the complaint resolution process by the vendor. Please note that if the vendor fails to provide or continue to provide the services listed below, then no services are available, since we are not responsible for providing these services.

Beneficiary Companion services:

- Issue of a Beneficiary Companion Guidebook
- Access to Beneficiary Assistance Coordinators any time, any day of the week
- Assistance if a deceased's identity is stolen

Dedicated Beneficiary Assistance Coordinators are available 24/7 to:

- Answer any questions
- Offer guidance on how to obtain death certificate copies
- Manage notifications, including:
 - Social Security Administration
 - Credit reporting agencies
 - Credit card companies/financial institutions
 - Third-party vendors
 - Government agencies

Travel Assistance services:

- Help finding physicians, dentists and medical facilities.
- Free transportation under medical supervision to a hospital/treatment facility.
- Replacement of medication or eyeglasses.
- Monitoring during a medical emergency to determine if care is appropriate, or if evacuation is required.
- Arrangement for your traveling companion's return home if previously made arrangements are lost due to your medical emergency.
- Free transportation home for dependent children under the age of 16 who were traveling with you and are left unattended because of your hospitalization. A qualified escort will be arranged if necessary.
- Free round-trip transportation for one immediate family member or friend to visit you if you are traveling alone and are likely to be hospitalized for seven consecutive days.

Identity Theft Resolution services:

- Assistance completing an ID theft affidavit to submit to the proper authorities, credit bureaus and creditors.
- Help replacing credit, debit and membership cards.
- A credit report review with the beneficiary.
- Suppression of the deceased's credit report or an offer to freeze/close the account with credit bureaus.

Full-service resolution assistance if the deceased's identity is stolen, including affidavit assistance, credit bureau and fraud department notification, help filing a police report, and creditor follow-up.

To obtain these benefits, contact Europ Assistance at 1-877-823-5807. You may obtain a complete description of these services in the additional materials given to you by the Policyholder.

As an insured employee, you and your family members have access to these programs at no additional charge. Termination of these services will occur if your coverage under the group policy terminates for any reason, or in the event that the Policyholder chooses to discontinue these services.

The effective date of these changes is January 1, 2016, but will not be effective prior to an insured person's effective date of coverage. All other terms and provisions of the policy will apply other than as stated in this amendment.

The provisions found in the Certificate(s) of Insurance will control the benefit plan, period of coverage, exclusions, claims and other general policy provisions pertaining to state insurance law requirements.

In all other respects, The Policy and Certificate(s) of Insurance remain the same.

Symetra Life Insurance Company



By: Margaret Meister,
President

Instructions: Retain a copy with your policy.



Williamson County

01 016850 00

Employee Benefits

Insurance Certificate

VOLUNTARY SHORT TERM DISABILITY
INCOME INSURANCE

CLASS 1



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

Symetra Life Insurance Company is known as Symetra in this certificate.

"You" and "your" refer to the insured employee in this certificate.

This certificate summarizes the major parts of the policy under which you are insured. Your insurance is subject to all the terms of the policy. This certificate replaces all others previously issued.

Signed for Symetra as of the policy effective date.

Jacqueline M. Veneziani *Margaret Meister*

Jacqueline M. Veneziani,
Secretary

Margaret Meister,
President

READ THIS CERTIFICATE CAREFULLY

GROUP SHORT TERM DISABILITY INSURANCE

CERTIFICATE OF COVERAGE

Policyholder: Williamson County

Policy Number: 01 016850 00

Policy Effective Date: January 1, 2016

Symetra Life Insurance Company (referred to as "the Company", "we", "us", or "our") welcomes you as a client.

This is your certificate of coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

Your certificate of coverage is written in plain English. There are a few terms and provisions written as required by insurance law. If you have any questions about any of the terms and provisions, please consult our claims paying office. We will assist you in understanding your benefits.

If the terms and provisions of the certificate of coverage (issued to you) differ from the policy (issued to the Policyholder), the policy will govern. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the policy.

The policy is delivered in and is governed by the laws of Texas and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the policy, we have discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the policy.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:00 midnight and end at 12:01 a.m. at the policyholder's address.

Amendment #3, Effective April 1, 2023

TABLE OF CONTENTS

Your certificate is divided into the following sections:

SECTION 1 - HIGHLIGHTS OF YOUR PLAN

SECTION 2 - GENERAL INFORMATION

SECTION 3 - ELIGIBILITY FOR COVERAGE

SECTION 4 - BENEFIT SPECIFICS

- disability defined
- details on calculating benefit payments
- exclusions and limitations that may apply

SECTION 5 - CLAIM INFORMATION

For your ease in finding information in your certificate, we:

- Start each section with a summary of the contents and the terms we define in the section.
- Shade all of the defined terms within a section.

SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY STD PLAN

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate, they have the following meaning, unless we advise you otherwise.

Eligible Class 1 = All full-time employees.

You must be working at least 30 hours per week.

Benefit Percentage = 60%

Maximum Payment Amount = \$1,500*

* We may reduce the amount we pay you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan.

Minimum Payment Amount = \$50

We may apply all payments to you toward overpayments.

Elimination period = If disability is due to an injury: The later of 7 days or the date your salary continuation ends, the date your accumulated vacation time ends or the date accumulated sick leave ends.

If disability is due to a sickness: The later of 7 days or the date your salary continuation ends, the date your accumulated vacation time ends or the date accumulated sick leave ends.

**SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY STD PLAN
(continued)**

Pre-disability earnings means your gross weekly rate of earnings from the employer in effect just prior to the date disability begins. It includes overtime pay, but not commissions, bonuses or other extra compensation.

If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer in effect just before the date your absence begins.

Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.

Maximum Payment Duration = 13 weeks

Waiting Period:

If you are in an eligible class on the plan effective date: The first of the month following 60 days of continuous employment.

If you are entering an eligible class after the plan effective date and prior to February 1, 2023: The first of the month following 60 days of continuous employment.

If you are entering an eligible class on or after February 1, 2023 and prior to April 1, 2023: Coverage is effective April 1, 2023.

If you are entering an eligible class on or after April 1, 2023: The first of the month following 30 days of continuous employment.

Cost of Coverage:

You pay the cost of your coverage.

Waiver of Premium: The cost of your coverage will be suspended for any period of time after the first of the month following the date you are disabled under this plan. If you return to active employment with the employer, and want your coverage to continue, the cost of your coverage must begin to be paid again.

SUMMARY OF THE GENERAL INFORMATION SECTION 2

What will you find in this section?

- information we have access to
- how we use statements made in applying for coverage
- insurance fraud
- time limits for legal proceedings

What terms do we define in this section?

- you
- we
- us
- our
- employee
- employer
- insured
- plan

SECTION 2: GENERAL INFORMATION

WHAT IS THE CERTIFICATE OF COVERAGE?

This certificate of coverage is a written statement prepared by us and may include attachments. It tells you:

- the coverage to which you may be entitled
- to whom we make payments

AND

- the limitations, exclusions and requirements applying to a plan.

You means an employee who is eligible for the coverage of this plan.

We, us and our means the Insurance Company named on the first page of your Certificate of Coverage.

Employee means a person who is a citizen or permanent resident of the United States in active employment with the employer unless we advise you otherwise. This plan excludes temporary and seasonal workers from coverage.

Employer means individual, company or corporation where you are in active employment, and includes any division, subsidiary or affiliated company named in the policy.

Insured means a person covered under this plan.

Plan means a line of coverage under the policy.

SECTION 2: GENERAL INFORMATION
(continued)

TO WHAT INFORMATION DO WE HAVE ACCESS?

The employer will give us information about you including:

- if you are eligible for coverage
- if your amount of coverage changes, including salary change information
- if your coverage terminates
- other information we may reasonably require.

The employer's records that we believe have a bearing on coverage under this plan are open for our inspection at any reasonable time.

Clerical error or omission will not:

- prevent you from receiving coverage
- affect the amount of your coverage

OR

- effect or continue your coverage if it should not be in effect or continue in effect.

HOW CAN WE USE STATEMENTS YOU OR THE EMPLOYER MADE IN APPLYING FOR COVERAGE?

We consider any statements you or the employer made in a signed application for coverage a representation and not a warranty. If any of the statements you or the employer made are not complete and/or not true at the time they were made, we can:

- reduce or deny any claim

OR

- cancel your coverage back to the date your coverage became effective.

We will use only statements made in a signed application as a basis for doing this. You, your beneficiary, or your personal representative will receive a copy of the signed application.

**SECTION 2: GENERAL INFORMATION
(continued)**

HOW WILL WE HANDLE INSURANCE FRAUD?

We promise to focus on all means necessary to support fraud detection, investigation, and prosecution. It is a crime if you or the employer knowingly, and with intent to injure, defraud or deceive us, file a claim containing any false, incomplete or misleading information. These actions, as well as submission of false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

WHAT IF FACTS ABOUT YOU ARE NOT ACCURATE?

If relevant facts about you were not accurate, then we will use accurate information to decide if your coverage should be in effect and what your amount of coverage should be. If the cost of your coverage is affected, we will make a fair adjustment in the cost.

DOES THE EMPLOYER ACT AS YOUR AGENT?

For all purposes of the policy, the employer acts on its own behalf or as your agent. The employer is not our agent.

WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?

You can start legal action regarding your claim 60 days after the date you sent us proof of claim. You have up to three years after the date you sent us proof of claim to start legal action, unless otherwise provided by law.

DOES THIS PLAN REPLACE OR AFFECT ANY REQUIREMENT FOR WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?

The plan does not replace or affect requirements for coverage by Workers' Compensation Insurance or state disability insurance.

SUMMARY OF THE ELIGIBILITY FOR COVERAGE SECTION 3

VOLUNTARY PLANS

What will you find in this section?

- eligibility for coverage
- waiting period
- when coverage becomes effective
- changing coverage under this plan
- what happens to coverage during a layoff, leave of absence or a family or medical leave of absence
- when coverage under this plan ends

What terms do we define in this section?

- waiting period
- active employment
- work site
- initial enrollment period
- layoff
- leave of absence
- evidence of insurability
- family or medical leave of absence

SECTION 3: ELIGIBILITY FOR COVERAGE

VOLUNTARY PLANS

WHEN ARE YOU ELIGIBLE FOR COVERAGE?

If you are in an eligible class you may apply for coverage under this plan on the later of:

- the date the plan is effective;

OR

- the date you complete the waiting period.

WHAT IS YOUR WAITING PERIOD?

Your waiting period appears in the PLAN HIGHLIGHTS.

Waiting period is the number of days you must be in active employment in an eligible class before you may apply for coverage.

If you have been continuously employed by the employer but were not in an eligible class, we will apply any prior period of work with the employer toward the waiting period.

Active employment means you are:

- working for the employer at your work site for earnings the employer pays on a regular basis;

AND

- performing the material and substantial duties of your regular occupation.

Active employment includes normal non-work days such as vacation, weekends and holidays.

Your work site must be:

- the employer's usual place of business;
- an alternative location if directed by the employer;

OR

- a location to which your occupation requires you to travel.

**SECTION 3: ELIGIBILITY FOR COVERAGE
(continued)**

VOLUNTARY PLANS

WHEN MAY YOU ENROLL OR CHANGE YOUR COVERAGE UNDER THIS PLAN?

You may enroll or change your coverage only during an enrollment period as follows:

1. During the initial enrollment period:

If you are eligible for coverage on the plan effective date	THEN	you may apply for a coverage option for the first enrollment period.
---	------	--

If you become eligible for coverage after the plan effective date	THEN	you may apply for a coverage option for the enrollment period in which you are first eligible.
---	------	--

If you do not enroll for coverage within 31 days of an enrollment period, then you will be eligible to enroll for coverage only as a late enrollee. You will need to submit evidence of insurability satisfactory to us at your own expense.

**SECTION 3: ELIGIBILITY FOR COVERAGE
(continued)**

VOLUNTARY PLANS

WHAT IF YOU ARE REHIRED BY THE EMPLOYER WITHIN THE SAME PLAN YEAR DURING WHICH YOUR EMPLOYMENT TERMINATED?

If you are rehired by the employer within the same plan year that your employment terminated, then:

- you will be insured for the same plan and class of coverage that was in effect for you on the date your employment terminated;

AND

- you may not change the plan or class of coverage during the rest of the plan year.

Re-enrollment period means a period of time as set by your employer and us during which you may apply, in writing, for coverage under this plan, or change your coverage under this plan if you are currently enrolled.

Enrollment period means the initial enrollment period and any re-enrollment period.

Initial enrollment period means one of the following periods during which you may first apply in writing for coverage under this plan:

- if you are eligible for coverage on the plan effective date, a period before the plan effective date as set by your employer and us;
- if you become eligible for coverage after the plan effective date, the period ending 31 days after the date you are first eligible to apply for coverage.

**SECTION 3: ELIGIBILITY FOR COVERAGE
(continued)**

VOLUNTARY PLANS

WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?

Your coverage will be effective on the later of:

1. the first day of the pay period for which contributions for your coverage are deducted;
- OR
2. the day determined as follows:

For coverage applied for during the initial enrollment period and before your eligibility date

THEN

your coverage is effective on your eligibility date

For coverage applied for during the initial enrollment period and within the first 31 days after the date you are first eligible to apply

THEN

your coverage is effective on the date you apply

For coverage applied for more than 31 days after the date you are first eligible to apply

THEN

your selected coverage will be effective on the first day following the date we approve your application.

For an increase in coverage applied for within 30 days of the effective date of a change in salary, and for decreases in coverage

THEN

the first day of the pay period for which contributions for your coverage are deducted

**SECTION 3: ELIGIBILITY FOR COVERAGE
(continued)**

VOLUNTARY PLANS

WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?

If you are not in active employment as a result of your injury or a sickness then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

WILL YOUR COVERAGE CONTINUE IF YOU ARE ON A LAYOFF OR LEAVE OF ABSENCE?

Your employer may continue your coverage if you are on a layoff or on an approved leave of absence. Your coverage may continue through the end of the month following the month in which your layoff or leave of absence begins. The cost of your coverage must be paid during the layoff or leave of absence period.

Layoff or leave of absence means the employer has agreed in writing and in advance to a temporary absence from active employment for a specified period of time. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.

WHEN IS EVIDENCE OF INSURABILITY REQUIRED?

You will need to provide evidence of insurability to us with your application. You must apply for coverage in writing through the employer and use an application form that is satisfactory to us.

Evidence of insurability means a statement of your medical history which we will use to assess if you will be approved for coverage.

**SECTION 3: ELIGIBILITY FOR COVERAGE
(continued)**

VOLUNTARY PLANS

WHAT HAPPENS TO YOUR COVERAGE IF YOU ARE ON A FAMILY OR MEDICAL LEAVE OF ABSENCE?

If you are on a family or medical leave of absence, your coverage will be governed by the employer's Human Resource policy on family and medical leaves of absence.

We will continue your coverage if the following conditions are met:

- premiums for the cost of your continued coverage are paid;

AND

- your leave is approved in advance and in writing by the employer.

Your coverage will continue for up to the greater of:

- the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments;

OR

- the leave period required by applicable state law.

While you are on an approved family and medical leave of absence we will use earnings from your regular occupation you were performing just prior to the date your leave of absence started to determine our payments to you.

If your coverage does not continue during a family or medical leave of absence, then when you return to active employment:

- you will not have to meet a new waiting period, including a waiting period for coverage of a pre-existing condition;

AND

- you will not have to give us evidence of insurability to reinstate the coverage you had in effect before your leave began.

Family and medical leave of absence means a leave of absence for the birth, adoption or foster care of a child, or for the care of you, your child, spouse or parent who has a serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 and any amendments, or by applicable state law.

**SECTION 3: ELIGIBILITY FOR COVERAGE
(continued)**

VOLUNTARY PLANS

WHEN DOES YOUR COVERAGE UNDER THIS PLAN END?

Your coverage under this plan will end on the earliest of the following:

- the date the policy or plan terminates;
- the date you are no longer in an eligible class;
- the date your class is no longer eligible for coverage;
- the last day for which premium for your coverage has been paid;
- the date you cease active employment due to a labor dispute, which includes but is not limited to strike, work slowdown, or lockout;
- the date you cease active employment with the employer, unless you are disabled or on an approved layoff or leave of absence.

We will provide coverage for a payable disability claim that occurs while you are covered under the policy or plan.

Strike Continuation provision:

You may continue your coverage for not more than six months while you are not in active employment because of a general work stoppage (including a strike or lockout) resulting from a labor dispute between the employer and your collective bargaining unit, subject to the following rules:

1. The premiums for your coverage during the work stoppage will equal 120% of the premium rate in effect under the policy on the date the work stoppage began. We have the right to change the premium rates during the work stoppage in accordance with the terms of the policy.
2. You must pay the entire premium for your coverage (including the employer's share) to your collective bargaining unit as each premium comes due during the work stoppage.
3. Your coverage during a work stoppage will end on the earliest of the following dates:
 - a. On any premium due date, if you fail to make the required premium payment to your collective bargaining unit on or before that date.
 - b. On the date six months after you last were in active employment.
 - c. On the date you begin full time employment with another employer.
 - d. At our option, on any premium due date, if less than 75% of the employees eligible to continue their coverage make the required premium payment to your collective bargaining unit.

SUMMARY OF THE SHORT TERM DISABILITY BENEFIT SPECIFICS SECTION 4

What will you find in this section?

- what disability means
- when weekly payments start
- requirements of care from a doctor
- when will we not cover a disability
- our payment if you are disabled
- what are (are not) other income amounts
- cost of living increases to any other income amounts
- when weekly payments stop
- temporary recovery
- payment limitations
- what happens if the employer changes insurance plans

What terms do we define in this section?

- disability
- material and substantial duties
- regular occupation
- reasonable employment option
- sickness
- injury
- elimination period
- regular care
- doctor
- maximum weekly payment
- gross weekly payment
- minimum weekly payment
- maximum payment duration
- pre-existing condition
- treatment
- prior group insurance plan

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

WHAT DOES DISABILITY MEAN?

Disabled/Disability means our determination that your sickness or injury:

- **during the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation and a reasonable employment option offered to you by the employer and, as a result, you are not working at all, or you are working and the income you are able to earn is less than or equal to 20% of your pre-disability earnings,**
- **following the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation and a reasonable employment option offered to you by the employer and, as a result, the income you are able to earn is less than or equal to 80% of your pre-disability earnings.**

Material and substantial duties are the duties that:

- **are normally required for the performance of the occupation;**
- AND**
- **cannot be reasonably omitted or changed.**

extended reg occ
w/ partial

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS
(continued)

Regular occupation means the occupation, as it is performed nationally, that you are routinely performing when your disability begins. Your regular occupation does not mean the job you are performing for a specific employer or at a specific location.

Reasonable employment option means an employment position with the employer for which you are able to perform the material and substantial duties given your education, training and experience. If you have been working in a reasonable employment option for 6 months or more, the reasonable employment option will then be considered your regular occupation.

Sickness means an illness or disease. It also includes an injury which occurs before you are insured. It does not include risk of sickness. This plan does not cover an occupational sickness.

Injury means a bodily injury that occurs while you are insured and is the direct result of an accident and not related to any other cause. It does not include risk of injury. This plan does not cover an occupational injury.

Occupational sickness or occupational injury means a sickness or injury caused by or aggravated by any employment for pay or profit.

Related Rules:

You will not be considered disabled from work in an occupation because of a reduction in your earnings resulting from a change in economic conditions or other factors that are not directly related to your sickness or injury. Examples of factors that we will not consider in determining whether you are disabled include, but are not limited to, recession, job obsolescence, job restructuring or elimination, pay cuts, and job sharing.

You will not be considered disabled from work in an occupation solely because of:

1. Your employer's work schedule that is inconsistent with the normal work schedule of your regular occupation;
2. Your relationship with your employer or other employees of the employer; or
3. The physical relationship of your employer's workplace that is inconsistent with the normal physical environment of your regular occupation.

You will not be considered disabled from work in an occupation solely because of the loss, suspension, restriction, surrender, or failure to maintain a required state or federal license to engage in the occupation.

You will not be considered disabled from work in an occupation solely because of your inability to work more than 40 hours per week in the occupation, even if you were regularly required to work more than 40 hours per week prior to becoming disabled.

Your disability must begin while you are covered under the policy.

non-occ

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS
(continued)

DOES YOUR DISABILITY NEED TO CONTINUE FOR A PERIOD OF TIME BEFORE OUR PAYMENTS TO YOU BEGIN?

Your disability must continue through the elimination period before we begin making payments to you.

Elimination period is a period of continuous days of disability. The elimination period begins on the first day of your disability.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS
(continued)

DO YOU NEED TO BE UNDER THE CARE OF A DOCTOR?

We require you to be under the regular care of a doctor for the sickness or injury causing your disability in order to be eligible to receive payments from us.

Regular care means:

- you personally visit a doctor as often as is medically required to effectively manage and treat your disabling condition(s), according to generally accepted medical standards;

AND

- you are receiving appropriate treatment and care, according to generally accepted medical standards. Treatment and care for the sickness or injury causing your disability must be given by a doctor whose specialty or experience is appropriate.

Doctor means a person:

- regularly performing tasks that are within the limits of the person's medical license;

AND

- who is licensed to practice medicine and prescribe and administer drugs or to perform surgery;
- with a doctoral degree in Psychology (Ph.D. or Psy.D.) and whose primary practice is treating patients; OR
- who is a legally qualified medical practitioner according to the laws and regulations of the jurisdiction in which regular care is being given.

We will not recognize you, your spouse, children, parents, or siblings as a doctor for a claim you submit.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS
(continued)

MAY WE REQUIRE YOU TO BE EXAMINED OR INTERVIEWED BY INDIVIDUALS OTHER THAN THE DOCTOR PROVIDING REGULAR CARE?

We may require you to be examined by doctor(s), other medical practitioner(s) or vocational expert(s) of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so. In addition, we may require an interview with you by an authorized representative of ours.

WHEN WILL WE NOT COVER A DISABILITY?

We will not cover a disability if it is due to:

- war, declared or not, or any act of war;
- intentionally self-inflicted injuries or illness, while sane or insane;
- your active participation in a riot;
- your attempt to commit or your commission of a felony under federal or state law, or your being engaged in an illegal occupation;
- an injury arising out of, or in the course of, any work for wage or profit;
- a sickness for which you are entitled to benefits under any Workers' Compensation Act, Occupational disease law, Compulsory Benefit Act or law or similar law, unless you are a partner or sole proprietor not covered by any of these acts or laws;
- your service in the armed forces, military reserves or National Guard of any country or International authority, or in a civilian unit serving with such forces;
- cosmetic or reconstructive surgery, except for complications arising from any such surgery or for surgery necessary to correct a deformity caused by accidental injury or sickness;
- an accident resulting from or caused by your operation of a motor vehicle while intoxicated according to the laws of the jurisdiction where the accident occurred; or
- an accident resulting from or caused by your being under the influence of drugs or any controlled substance, unless taken as prescribed by your doctor.

No benefits are payable for any period of disability during which you are incarcerated in a penal or correctional facility for a period of 30 or more consecutive days or for which you are not under the regular care of a doctor.

If your professional or occupational license or your certification is suspended, revoked or surrendered, loss of your license or certification, by itself, does not mean you are disabled.

non-occ

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS
(continued)

HOW MUCH WILL OUR WEEKLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN 20% OF YOUR PRE-DISABILITY EARNINGS?

Our payment will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your weekly pre-disability earnings by the benefit percentage.
- Step 2: Compare this amount to the maximum weekly payment for this plan.
- Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross weekly payment.
- Step 4: Subtract from the gross weekly payment any other income amounts, except any income you earn or receive from any form of employment or income you could have earned from working to maximum capacity. This is the payment that you may receive.

HOW MUCH WILL OUR WEEKLY PAYMENT BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN 20% AND 80% OF YOUR PRE-DISABILITY EARNINGS?

Our payment will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your weekly pre-disability earnings by the benefit percentage.
- Step 2: From 100% of your weekly pre-disability earnings subtract any other income amounts, including any income you earn or receive from any form of employment or income you could have earned from working to maximum capacity.
- Step 3: Compare the results from Steps 1 and 2 with the maximum weekly payment for this plan.
- Step 4: The payment you may receive is the lesser of the amounts from Step 3.

Your loss of earnings must be as a result of or due to the same sickness or injury for which you are disabled.

IF YOU ARE DISABLED AND WORKING, EARNING MORE THAN 80% OF YOUR PRE-DISABILITY EARNINGS, THEN NO PAYMENT WILL BE MADE.

WHAT IF YOUR CURRENT INCOME FLUCTUATES?

If your current income fluctuates, we may average amounts over a four (4) consecutive week period of time.

**SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS
(continued)**

Maximum weekly payment means the maximum weekly amount for which you are insured under this plan.

Minimum weekly payment means the minimum weekly amount for which you are insured under this plan, except where necessary to recover an overpayment.

Gross weekly payment means the weekly payment amount before we subtract other income amounts.

Your pre-disability earnings, benefit percentage, and maximum weekly payment appear in the PLAN HIGHLIGHTS.

WHAT IF YOU ARE DISABLED FOR ONLY PART OF A WEEK?

Your weekly payment from us is pro-rated. This means that if you are disabled for only part of a week, you will receive a payment equal to 1/7th of a full weekly payment for each day of the week you are disabled.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS
(continued)

WHAT ARE OTHER INCOME AMOUNTS?

These are amounts, other than payments you are receiving from us, that include:

1. any benefits and awards you receive or are eligible to receive under:
 - a. Workers' Compensation Law
 - b. occupational disease law
 - c. any other similar act or law

2. any disability income benefits you receive or are eligible to receive under:
 - a. any compulsory benefit act or law
 - b. any other group insurance plan with the employer or with an association
 - c. any other group insurance plan with another employer which you become insured under while you are disabled under this plan
 - d. any governmental retirement system as a result of your job with the employer

3. any benefits you receive from the employer's sick leave or formal salary continuation plan.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS
(continued)

4. any benefits for loss of time or lost wages you receive from the mandatory portion of a no-fault motor vehicle insurance plan, or automobile liability insurance policy.
5. any amounts you receive under any unemployment compensation law.
6. any amounts you receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS
(continued)

If you receive any of the other income amounts in a lump sum payment, we will pro-rate the lump sum on a weekly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a weekly basis to the end of your maximum payment duration.

Other income amounts must be payable as a result of the same disability for which you are receiving a payment from us, except for retirement benefits and any income you earn or receive from any form of employment.

WHAT IF SUBTRACTING OTHER INCOME AMOUNTS RESULTS IN A ZERO PAYMENT TO YOU?

We will pay you a minimum weekly payment under this plan, subject to any overpayments.

DO WE HAVE THE RIGHT TO ESTIMATE OTHER INCOME AMOUNTS?

We have the right to estimate the amount of benefits you may be eligible to receive under Other Income Amounts, items 1, 2 and 3a. We can reduce our payments to you by this estimated amount if:

- you have not been awarded such benefits but have not been denied such benefits;
- OR
- you have been denied such benefits and the denial is being appealed;
- OR
- you are reapplying for such benefits.

We will not reduce our payments to you by these estimated amounts if:

- you apply (or reapply) for benefits and appeal your denial through all of the administrative levels we believe are necessary;

AND

- you sign our payment option form stating you promise to pay back to us any overpayment of benefits caused by an award.

If we reduce our payments to you by an estimated amount:

- then we will adjust our payments to you when you give us proof of the amount awarded;

OR

- we will give you a lump sum refund of the estimated amount if you were denied benefits and have completed all appeals (or reapplications) we believe are necessary.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS
(continued)

WHAT ARE NOT OTHER INCOME AMOUNTS?

We will not subtract from our payments to you any amounts you receive from the following:

- 401(k) plans
- profit sharing plans
- thrift plans
- tax sheltered annuities
- stock ownership plans
- credit disability insurance
- non-qualified plans of deferred compensation
- pension plans for partners
- military pension and military disability income plans
- a retirement plan from another employer
- individual retirement accounts (IRA)
- informal salary continuation plan
- benefits from individual disability plans

WHAT HAPPENS IF YOU RECEIVE A COST OF LIVING INCREASE TO ANY OF THE OTHER INCOME AMOUNTS?

Other than for increases in income you earn or receive from any form of employment, once we have subtracted an other income amount from your gross disability payment, we will not further reduce our payments to you due to a cost of living increase in any other income amount.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS
(continued)

WHEN WILL OUR PAYMENTS TO YOU STOP?

We will stop payments on the earliest of the following dates:

- the date you are no longer disabled according to this plan;
- the date you reach the end of the maximum payment duration;

Maximum payment duration means the period of time during which we will send you a weekly payment. Your maximum payment duration appears in the PLAN HIGHLIGHTS.

- the date your current income exceeds 80% of your pre-disability earnings. If your current income fluctuates, we may average amounts over a four (4) consecutive week period of time instead of stopping our payments on the date your current income reaches 80% of your pre-disability earnings;
- the date you die;
- the date you fail to provide proof of continuing disability;
- the date you refuse to participate in an approved rehabilitation program;
- the date you cease to be under the regular care of a doctor, or refuse to undergo, at our expense, an examination or testing by a doctor or vocational, rehabilitation, or health assessment testing when we require such examination or testing;
- the date you refuse to receive medical treatment, including taking prescribed medicines, that your doctor has recommended and that is generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect;
- the date you refuse to make a good faith effort to adhere to necessary wellness programs that your doctor has recommended and that are generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect. We will work with your treating doctor to determine the necessary wellness programs, if any, in accordance with generally accepted medical standards.

We will give you 30 days prior written notice of our intent to apply this provision to terminate benefits. During those 30 days you will have an opportunity to begin or resume reasonable efforts to adhere to the medically necessary Wellness Programs. We will not terminate benefits if there is no reasonable basis for believing that you will be able to return to productive employment in your regular occupation or another gainful occupation on a full-time or part-time basis if you adhere to the recommended wellness programs.

Wellness programs include, but are not limited to, appropriate programs for dietary and nutritional improvement, weight management, smoking cessation, abstention from the excessive or illegal use of alcohol or narcotics, regular participation in exercise activities, stress management, pain management, behavioral therapy, coaching, and the regular taking of prescribed medications.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS
(continued)

WHEN WILL OUR PAYMENTS TO YOU STOP? - continued

- The date you refuse to try or attempt to work with the assistance of:
 1. modifications made to your work environment, functional job elements or work schedule; or
 2. adaptive equipment or devices,that a qualified doctor has indicated will accommodate the limiting factors of the sickness or injury for which you are claiming benefits under the policy and will enable you to perform the material and substantial duties of an occupation from which you must be considered disabled in order to receive disability benefits;
- If you are considered to reside outside the United States. You will be considered to reside outside the United States if you have been outside the United States for a total period of 6 months or more during any 12 consecutive months of disability benefits.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS
(continued)

WHAT HAPPENS IF YOU HAVE A TEMPORARY RECOVERY BUT YOU BECOME DISABLED AGAIN DUE TO THE SAME INJURY OR SICKNESS AS A PRIOR DISABILITY?

If you return to work, earning more than 80% of your pre-disability earnings, and:

1. the same sickness or injury causes your disability to occur again within 14 consecutive days of the date the prior disability ended

OR

2. you become disabled again within 1 full day of the date the prior disability ended from a sickness or injury unrelated to the sickness or injury that caused your prior disability, then we will resume our payments to you if you were continuously insured under the plan for the period of your temporary recovery. You will not need to complete a new elimination period for this disability.

Your current period of disability will be subject to the same terms of the plan that applied to your prior period of disability.

If you become entitled to payments under any other group short term disability plan (including a plan with the employer that became effective after your disability began), you will not be eligible for payments under this plan.

A disability due to other causes will be treated as a new disability and will be subject to all of the provisions of this plan.

If you do not satisfy item 1 or 2 above, your disability will be treated as a new disability and will be subject to all of the provisions of this plan.

**SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS
(continued)**

VOLUNTARY PLANS

WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

We will cover your disability if it is caused by, contributed to by, or results from a pre-existing condition and your disability begins after you have been insured for 12 months after the effective date of your coverage.

If you do not meet this time period requirement, your disability is excluded from coverage under this plan.

Pre-existing condition is a sickness or injury for which you received treatment within the 3 months prior to your effective date of coverage.

Treatment includes:

- consulting with a doctor;
- receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- taking prescribed medicines;
- being prescribed medicines;
- you should have been taking prescribed medicines but chose not to;
- receiving diagnostic measures.

**SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS
(continued)**

VOLUNTARY PLANS

WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION IF YOU INCREASE YOUR COVERAGE DURING A RE-ENROLLMENT PERIOD?

If you increase your coverage during a re-enrollment we will cover the increased amount of coverage for your disability if your disability is caused by, contributed to by, or results from a pre-existing condition and your disability begins after you have been insured for 12 months after the effective date of the increase in your coverage. If you do not meet this time period requirement, then the increased amount of coverage for your disability is excluded from coverage under this plan.

Pre-existing condition is a sickness or injury for which you received treatment within the 3 months prior to your effective date of your increase in coverage.

Treatment includes:

- consulting with a doctor;
- receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- taking prescribed medicines;
- being prescribed medicines;
- you should have been taking prescribed medicines but chose not to;
- receiving diagnostic measures.

SUMMARY OF THE CLAIM INFORMATION SECTION 5

What will you find in this section?

- notifying us of a claim
- giving us proof of claim
- filing a claim
- information needed in the proof of claim
- when payments to you begin
- who we make payments to

SECTION 5: CLAIM INFORMATION

WHEN DO YOU NOTIFY US OF A CLAIM?

You need to notify us in writing of your claim within 30 days after the date your disability begins. If you are not able to notify us within this time, then you need to notify us as soon as reasonably possible. Notice includes a notice you give, or which is given on your behalf, to us, or to an authorized agent of ours.

WHEN DO YOU NEED TO GIVE US PROOF OF YOUR CLAIM?

Early proof of claim will allow us to make a timely claim decision. You need to send to us written proof of your claim within the first 90 days after the elimination period ends. If you are unable to give us proof of your claim within this time, then you must give us proof of your claim within the next 12 months. If you do not have the legal capacity to make responsible decisions concerning yourself, then you may give us proof of your claim after this period.

You must notify us immediately when you return to work in any capacity.

HOW DO YOU FILE A CLAIM?

You can get a claim form from the employer, or you may ask us for a form. If you ask us for a claim form, but you do not receive the form from us within 15 days after asking for it, then you should send written proof of your claim to us without waiting for the form.

You and the employer must fill out your claim form. Once you and the employer have completed the claim form, give the claim form to the doctor providing you regular care for your sickness or injury causing disability. The doctor must fill out the physician section of the form. Send the completed form to us within the stated time frames.

WHAT AUTHORITY DO WE HAVE IN DETERMINING YOUR ELIGIBILITY FOR BENEFITS?

We have the discretionary authority to determine your eligibility for benefits and to construe the terms of the policy to make a benefits determination.

SECTION 5: CLAIM INFORMATION (continued)

WHAT INFORMATION DO YOU NEED TO INCLUDE IN YOUR PROOF OF CLAIM?

Your proof of claim must include:

- that you are under the regular care of a doctor;
- the date your disability began;
- the cause of your disability as determined by objective medical tests and examinations acceptable to the medical community;
- the extent of your disability, including restrictions and limitations which prevent you from performing your regular occupation;
- the name and address of all hospital(s) or institution(s) where you received treatment, including all doctors who provided regular care;
- appropriate documentation of your earnings.

We may request that you send proof of continuing disability indicating that you are under the regular care of a doctor. We must receive this proof within 30 days of the date we ask for it. In some cases, we will require you to give us authorization to obtain additional medical and non-medical information as part of your proof of claim. We may temporarily suspend our payments to you if you do not cooperate, or do not submit the appropriate information.

WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?

Once we approve your claim, you will begin to receive payments after you complete the elimination period. We will send you a payment for any period for which we are liable. If the policy or a plan is canceled, the cancellation will not affect a payable claim.

WHO DO WE MAKE PAYMENTS TO?

We will make all payments to you.

WHAT HAPPENS IF WE OVERPAY YOUR CLAIM?

We have the right to recover overpayments due to:

- fraud;
- an error we make in processing your claim;
- your receipt of other income amounts.

If we determine that we overpaid your claim, then we require you repay us in full. We will determine the method by which you will repay us. We reserve the right to apply our future payments to you toward overpayments. We have the right to recover overpayments from your eligible survivors or estate. We will not recover more money from you than the amount we paid to you.

Commissioners Court - Regular Session

26.

Meeting Date: 08/01/2023

LandC

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 moving position control numbers (PCN's) 0338, 1242, 1307, and 1246 from the B (Civilian) chart to the L (Law Enforcement) or C (Corrections) chart.

Background

PCN0338 Assistant Chief Deputy - Corrections; move from B chart to C chart
PCN1242 Assistant Chief Deputy - Sheriff's Office; move from B chart to L chart
PCN1307 Assistant Chief Deputy - Sheriff's Office; move from B chart to L chart
PCN1246 Chief Deputy - move from B chart to L chart

Draft charts are attached. The change would be effective October 1, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Ldraft
Cchart

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Rebecca Clemons
Final Approval Date: 07/26/2023

Reviewed By

Becky Pruitt

Date

07/26/2023 09:07 AM
Started On: 07/25/2023 10:50 AM

**PROPOSED L STEP CHART FY24
EFFECTIVE OCTOBER 2023**

DEPUTY - SO & CONSTABLE	L1-1	L1-2	L1-3	L1-4	L1-5	L1-6	L1-7	L1-8	L1-9	L1-10	L1-11	L1-12	L1-13	L1-14
Annual	\$64,552.00	\$69,070.64	\$71,833.47	\$74,706.80	\$77,695.08	\$79,248.98	\$80,833.96	\$82,450.64	\$84,099.65	\$85,781.64	\$87,497.28	\$89,247.22	\$91,032.17	\$92,852.81
Hourly	\$31.03	\$33.21	\$34.54	\$35.92	\$37.35	\$38.10	\$38.86	\$39.64	\$40.43	\$41.24	\$42.07	\$42.91	\$43.77	\$44.64
		7%	4%	4%	4%	2%	2%	2%	2%	2%	2%	2%	2%	2%
SERGEANT - SO & CONSTABLE / SERGEANT INVESTIGATOR	L3-1	L3-2	L3-3	L3-4	L3-5	L3-6	L3-7	L3-8	L3-9	L3-10	L3-11	L3-12	L3-13	L3-14
Annual					\$85,968.00	\$91,985.76	\$95,665.19	\$99,491.80	\$101,481.63	\$103,511.27	\$105,581.49	\$107,693.12	\$109,846.98	\$112,043.92
Hourly					\$41.33	\$44.22	\$45.99	\$47.83	\$48.79	\$49.77	\$50.76	\$51.78	\$52.81	\$53.87
						7%	4%	4%	2%	2%	2%	2%	2%	2%
LIEUTENANT CONSTABLE / DEPUTY CHIEF INVESTIGATOR	LA-1	LA-2	LA-3	LA-4	LA-5	LA-6	LA-7	LA-8	LA-9	LA-10	LA-11	LA-12	LA-13	LA-14
Annual							\$96,500.00	\$103,255.00	\$107,385.20	\$111,680.61	\$113,914.22	\$116,192.50	\$118,516.35	\$120,886.68
Hourly							\$46.39	\$49.64	\$51.63	\$53.69	\$54.77	\$55.86	\$56.98	\$58.12
								7%	4%	4%	2%	2%	2%	2%
LIEUTENANT SO	L4-1	L4-2	L4-3	L4-4	L4-5	L4-6	L4-7	L4-8	L4-9	L4-10	L4-11	L4-12	L4-13	L4-14
Annual							\$98,967.00	\$105,894.69	\$110,130.48	\$114,535.70	\$116,826.41	\$119,162.94	\$121,546.20	\$123,977.12
Hourly							\$47.58	\$50.91	\$52.95	\$55.07	\$56.17	\$57.29	\$58.44	\$59.60
								7%	4%	4%	2%	2%	2%	2%
CHIEF DEPUTY CONSTABLE	LB-1	LB-2	LB-3	LB-4	LB-5	LB-6	LB-7	LB-8	LB-9	LB-10	LB-11	LB-12	LB-13	LB-14
Annual							\$103,000.00	\$110,210.00	\$114,618.40	\$119,203.14	\$121,587.20	\$124,018.94	\$126,499.32	\$129,029.31
Hourly							\$49.52	\$52.99	\$55.11	\$57.31	\$58.46	\$59.62	\$60.82	\$62.03
								7%	4%	4%	2%	2%	2%	2%
COMMANDER SO	L5-1	L5-2	L5-3	L5-4	L5-5	L5-6	L5-7	L5-8	L5-9	L5-10	L5-11	L5-12	L5-13	L5-14
Annual							\$118,534.00	\$123,275.36	\$128,206.37	\$133,334.63	\$136,001.32	\$138,721.35	\$141,495.78	\$144,325.69
Hourly							\$56.99	\$59.27	\$61.64	\$64.10	\$65.39	\$66.69	\$68.03	\$69.39
								4%	4%	4%	2%	2%	2%	2%
ASSISTANT CHIEF DEPUTY SO	L6-1	L6-2	L6-3	L6-4	L6-5	L6-6	L6-7	L6-8	L6-9	L6-10	L6-11	L6-12	L6-13	L6-14
Annual									\$147,626.15	\$150,638.93	\$153,713.20	\$156,850.20	\$159,987.20	\$163,186.95
Hourly									\$70.97	\$72.42	\$73.90	\$75.41	\$76.92	\$78.46
										2%	2%	2%	2%	2%
CHIEF DEPUTY SO	L7-1	L7-2	L7-3	L7-4	L7-5	L7-6	L7-7	L7-8	L7-9	L7-10	L7-11	L7-12	L7-13	L7-14
Annual											\$166,010.01	\$169,398.06	\$172,786.02	\$176,241.74
Hourly											\$79.81	\$81.44	\$83.07	\$84.73
												2%	2%	2%

**Minor variations may occur due to rounding

**PROPOSED C STEP CHART FY24
EFFECTIVE OCTOBER 2023**

CORRECTIONS OFFICER	C1-1	C1-2	C1-3	C1-4	C1-5	C1-6	C1-7	C1-8	C1-9	C1-10	C1-11	C1-12	C1-13	C1-14
Annual	\$51,000.00	\$54,570.00	\$56,752.80	\$59,022.91	\$60,203.37	\$61,407.44	\$62,635.59	\$63,888.30	\$65,166.06	\$66,469.39	\$67,798.77	\$69,154.75	\$70,537.84	\$71,948.60
Hourly	\$24.52	\$26.24	\$27.29	\$28.38	\$28.94	\$29.52	\$30.11	\$30.72	\$31.33	\$31.96	\$32.60	\$33.25	\$33.91	\$34.59
		7%	4%	4%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%

CORRECTIONS PEACE OFFICER	C2-1	C2-2	C2-3	C2-4	C2-5	C2-6	C2-7	C2-8	C2-9	C2-10	C2-11	C2-12	C2-13	C2-14
Annual	\$60,231.00	\$64,447.17	\$67,025.06	\$69,706.06	\$71,100.18	\$72,522.18	\$73,972.63	\$75,452.08	\$76,961.12	\$78,500.34	\$80,070.35	\$81,671.76	\$83,305.19	\$84,971.30
Hourly	\$28.96	\$30.98	\$32.22	\$33.51	\$34.18	\$34.87	\$35.56	\$36.28	\$37.00	\$37.74	\$38.50	\$39.27	\$40.05	\$40.85
		7%	4%	4%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%

CORRECTIONS SERGEANT	C3-1	C3-2	C3-3	C3-4	C3-5	C3-6	C3-7	C3-8	C3-9	C3-10	C3-11	C3-12	C3-13	C3-14
Annual			\$71,865.00	\$74,739.60	\$77,729.18	\$79,283.77	\$80,869.44	\$82,486.83	\$84,136.57	\$85,819.30	\$87,535.69	\$89,286.40	\$91,072.13	\$92,893.57
Hourly			\$34.55	\$35.93	\$37.37	\$38.12	\$38.88	\$39.66	\$40.45	\$41.26	\$42.08	\$42.93	\$43.78	\$44.66
				4%	4%	2%	2%	2%	2%	2%	2%	2%	2%	2%

CORRECTIONS LIEUTENANT	C4-1	C4-2	C4-3	C4-4	C4-5	C4-6	C4-7	C4-8	C4-9	C4-10	C4-11	C4-12	C4-13	C4-14
Annual					\$88,795.00	\$90,570.90	\$92,382.32	\$94,229.96	\$96,114.56	\$98,036.85	\$99,997.59	\$101,997.54	\$104,037.49	\$106,118.24
Hourly					\$42.69	\$43.54	\$44.41	\$45.30	\$46.21	\$47.13	\$48.08	\$49.04	\$50.02	\$51.02
						2%	2%	2%	2%	2%	2%	2%	2%	2%

CORRECTIONS COMMANDER	C5-1	C5-2	C5-3	C5-4	C5-5	C5-6	C5-7	C5-8	C5-9	C5-10	C5-11	C5-12	C5-13	C5-14
Annual							\$109,000.00	\$111,180.00	\$113,403.60	\$115,671.67	\$117,985.11	\$120,344.81	\$122,751.70	\$125,206.74
Hourly							\$52.40	\$53.45	\$54.52	\$55.61	\$56.72	\$57.86	\$59.02	\$60.20
								2%	2%	2%	2%	2%	2%	2%

ASSISTANT CHIEF DEPUTY CO	C6-1	C6-2	C6-3	C6-4	C6-5	C6-6	C6-7	C6-8	C6-9	C6-10	C6-11	C6-12	C6-13	C6-14
Annual									\$147,626.15	\$150,638.93	\$153,713.20	\$156,850.20	\$159,987.20	\$163,186.95
Hourly									\$70.97	\$72.42	\$73.90	\$75.41	\$76.92	\$78.46
										2%	2%	2%	2%	2%

**Minor variations may occur due to rounding

Commissioners Court - Regular Session

27.

Meeting Date: 08/01/2023

WCCF Director

Submitted For: Valerie Covey

Submitted By: Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on compensation changes within the Williamson County Conservation Fund.

Background

The Williamson County Conservation Foundation (WCCF) Board of Directors (BOD) authorized staff to work with Human Resources to reclassify the Environmental Program Manager position to a Director level position, as a means of retention and a better reflection of the higher level of work and complexity of duties required of this position. Furthermore, the BOD authorized a salary adjustment that is commensurate with the higher level position duties and responsibilities. The salary for this position is fully funded by the WCCF and does not require use of County funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

WCCF Meeting Notes

Job Description

Position Change

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Date

07/27/2023 10:10 AM

Started On: 07/26/2023 04:35 PM



WILLIAMSON COUNTY CONSERVATION FOUNDATION

Minutes for Special Called Meeting – May 24, 2023
Approved June 28, 2023; By: Valerie Covey

Board of Directors

Pct. 3 Commissioner
Valerie Covey,
Board President
Williamson County, TX

Pct. 2 Commissioner
Cynthia Long
Board Vice-president
Williamson County, TX

Brent A. Baker
Round Rock, TX

Allen Bowersox
Georgetown, TX

Paul Barron
Cedar Park, TX

Doug Fell
Hutto, TX

Lyle Grimes
Cedar Park, TX

Joshua D. Renner
Secretary
Env. Program Manager

A special called meeting of the Williamson County Conservation Foundation convened at remotely on May 24, 2023, via Teams. The following Board Members were present: Valerie Covey, Cynthia Long, Doug Fell, Allen Bowersox, Lyle Grimes, Brent Baker and Paul Baron.

Others in attendance were Josh Renner and Russell Fishbeck.

1. Call to Order.

President Covey called the meeting to order at 11:06 AM

2. Citizen Comments

None.

3. Discuss, consider, and take appropriate action on the salary, reclassification, and budgetary impacts for PCN 0262 - Environmental Program Manager.

The board entered executive session at 11:07am

The board re-entered regular session at 11:50am

Cynthia Long moved to reclassify PCN 0262 to a Director level (EX) and authorize Valerie Covey and Russell Fishbeck to work with Human Resources to perform the needed measures for reclassification, salary adjustment, and confirmation with Commissioner's Court seconded by Brent Baker. **Motion carried 7-0.**

4. Comments from Board Members

Several board members expressed the benefit and support of the reclassification and the current direction of the WCCF.

5. Adjourn.

President Covey adjourned the Annual Meeting 11:56 AM.

c/o Williamson County
Conservation Foundation
219 Perry Mayfield
Leander, TX 78641

Williamson County Job Description



Department/Office: Parks

Job Title: Environmental Program Director

FLSA: E

Pay Grade:

Effective Date:

JOB SUMMARY

Reporting directly to the Parks Director, with additional reporting to Williamson County Conservation Foundation (WCCF) Board, responsible for planning, directing, and administering the daily operations of the County's 501(c)3 corporation, WCCF. Manages and provides for operation, maintenance and monitoring, land acquisition and environmental compliance of Williamson County preserves, open space, and habitat conservation areas under the County's Regional Habitat Conservation Plan (RHCP) and the corresponding incidental take permit. Performs other such duties as may be assigned related to environmental compliance, regional conservation, and air quality programs.

EXAMPLES OF WORK PERFORMED

- Coordinates and administers Williamson County's 501(c)3 corporation and serves as the WCCF Chief Operating Officer
- Serves as subject matter expert by advising Elected and Appointed Officials, department heads, county staff, the public, and consultants on matters relevant to programs and projects
- Provides technical analysis for programs or projects
- Manages or participates in regional conservation and air quality programs
- Directs and supervises staff and provides continual feedback, evaluations, and training; conducts/assists staff job performance evaluations, and orients/trains staff on WCCF and related environmental issues
- Provides leadership to program staff and assigns work to staff while managing program and project priorities, deadlines, and assignment schedules
- Reviews applications (including geological assessments and biological surveys) to the WCCF and issuance and signing of Determination Letters regarding participation under the RHCP; negotiates with private and public entities on participation terms and conditions and contracts related to Participation under the Permit; prepares and signs correspondence related to on-going operations
- Manages grant funding and pursue grants as applicable (land acquisition, research, etc.)
- Manages website content to ensure accuracy and relevance
- Manages Adaptive Management Committee and responsible for oversight of implementation of Habitat Conservation Plan Management Plan
- Assists in annual reporting with biological consultants
- Serves as principle investigator and project manager of research projects related to the listed species of the RHCP
- Serves as the County's/WCCF's contact for environmental inquiries regarding the Endangered Species Act (ESA); responds to inquiries related to environmental compliance under ESA
- Prepares and presents negotiated Participation Agreements to WCCF officers, or, if appropriate, to County Commissioners, for acceptance (Certificates of inclusion/ 2nd party take)
- Provides management of the County's preserve and open space areas to meet standards and protocols of the ESA and the U.S. Fish and Wildlife Service (USFWS)
- Manages land acquisitions to include negotiating terms and conditions and reviewing recommendations; provides technical analysis on open space/preserve/conservation bank acquisitions

Williamson County Job Description



Department/Office: Parks

Job Title: Environmental Program Director

FLSA: E

Pay Grade:

Effective Date:

- Performs project management of various tasks (i.e., RHCP amendment process, policy comment letters, policies, and procedure writing)
- Coordinates with counsel and county financial managers on acquisition, asset management accounting, and WCCF fund management
- Monitors professional services contracts and evaluates performance; engagement of professional service providers (biological, geological, legal, etc.) to meet goals of the RHCP
- Communicates with WCCF Board on activities, challenges, and opportunities for enhanced services
- Manages the WCCF budget; reviews and authorizes budget expenditures for program projects
- Maintains Leave No Trace educational outreach program to meet guidelines of USFWS for public access to preserves
- Coordinates and prepares for bi-monthly WCCF Board meetings
- Prepares monthly budget and activity reporting related to various organizations
- Participates in public outreach and training related to RHCP
- Builds and manages participant tract database including land areas, recharge features, caves, springs, and pertinent biological survey data
- Conducts endangered species surveys on preserve lands and audits participant environmental due diligence
- Engages in volunteer coordination for land management projects
- Oversees project funds received from Section 7 consultations and other research projects
- Serves, as directed by Commissioners Court, as county representative to local and regional environmental quality boards and commissions, e.g., Clean Air Coalition Advisory Committee
- Develops program cost estimates and monitors expenditures
- Works with Tax Assessor-Collector's office to facilitate and maintain the WCCF tax benefit financing plan
- Works in conjunction with the County's Public Information Office regarding media relations for the WCCF and related program areas
- Provides leadership and coordination to the WCCF annual Texas Conservation Symposium; works with Southwestern University and other university and agency contacts to plan and develop the annual Symposium program and coordinate donation funding
- Participates in activities and provides leadership and support to member organizations, as directed; especially, National Habitat Conservation Plan Coalition
- Works with the County Treasurer to invest WCCF Funds appropriately
- Works with Williamson County Road Bond Program to facilitate permitting and plan incidental take needs through projects near term and long term
- Attends regularly scheduled meetings with various organizations such as Capital Area Council of Governments (CAPCOG), Texas Parks and Wildlife, and Texas Department of Transportation
- Performs special duties as assigned

ORGANIZATION RELATIONSHIPS

- Reports directly to – Parks Director
- Direct Reports – Yes

Williamson County Job Description



Department/Office: Parks

Job Title: Environmental Program Director

FLSA: E

Pay Grade:

Effective Date:

PHYSICAL DEMANDS

- Position involves frequent sitting, standing, walking, climbing, bending, heavy lifting, and operating equipment weather
- Position involves safely operating a motor vehicle

ENVIRONMENTAL FACTORS

- Indoor and outdoor work in all environments, including inclement weather
- Regular travel between work sites as required

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position. This job description is subject to change as the needs and requirements of the job change.

MINIMUM QUALIFICATIONS

- Bachelor's degree in natural sciences, public administration, parks and recreation, agriculture and life sciences, public relations or a related field OR an equivalent combination of education and experience AND three (3) years of experience with habitat conservation/environmental plans
- Five (5) years of program management experience including budgetary/finance responsibilities
- Three (3) years of supervisory experience
- Prior experience public speaking and presenting, and working with state regulatory agencies, professional service providers, and/or contractors

LICENSES AND CERTIFICATIONS

Required within thirty (30) days of employment

- Valid driver's license

PREFERRED QUALIFICATIONS

- Bachelor's degree in Natural Sciences, Business or Finance
- Knowledge of the Endangered Species Act
- Leave No Trace Master Educator Training

EMPLOYMENT TESTING

Employment is contingent on passing any post-offer pre-employment screening as listed below:

- Criminal background check: Yes
- Motor Vehicle Record check: No
- Drug screening: No
- Physical exam: No
- Psychological exam: No
- Additional: N/A

Williamson County Job Description

Department/Office: Parks



Job Title: Environmental Program Director

FLSA: E

Pay Grade:

Effective Date:

IRREGULAR HOURS

- Work outside of the normal office hours (Monday-Friday 8 a.m. to 5 p.m.) may be required
- May be deemed essential personnel in the event of an emergency

TOBACCO FREE WORKPLACE POLICY

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.

SUPPLEMENTAL INFORMATION

Williamson County is an Equal Opportunity Employer and complies with the Americans with Disabilities Act. If you require an accommodation in order to apply for a position, please request assistance from the Human Resources Department.

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0508- Conservation Fund	0262	15702	\$ 73,275.02	\$ 110,000.00	\$ 73,274.94	\$ 110,000.00	N/A	\$ 36,725.06	Conversion: Title and Grade Change from Environmental Program Manager B. 30 to Environmental Program Director B.34. Funding will be allocated through an LIT from the Conservation Fund. The Conservation Fund Board has approved and recommends these changes.	8/4/2023

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session

28.

Meeting Date: 08/01/2023

Non-County Dispatched Agency Shared Cost Plan

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the billing structure for Non-County Dispatched agencies shared cost plan.

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: Julie Kiley

Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Date

07/27/2023 10:11 AM

Started On: 07/26/2023 05:09 PM

Commissioners Court - Regular Session

29.

Meeting Date: 08/01/2023

Jarrell ISD Dispatch and Technology Services ILA

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal for Dispatch and Technology Services between Williamson County and the Jarrell Independent School District.

Background

Jarrell ISD is creating a Police Department and is in need of dispatch and technology services. The county is finalizing a cost sharing agreement for all outside entities that are provided dispatch and technology services, but the agreement has not been finalized. Jarrell ISD must file necessary documentation with the State of Texas for the creation of a Police Department. As a part of that process, Jarrell ISD must provide the State of Texas with a copy of an agreement evidencing the fact that it is receiving dispatch and technology services from the county. This agreement will ultimately be supplanted and replaced by the cost sharing agreement that is being finalized.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Interlocal for Dispatch and Technology Services - JISDPD (072623)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Date

07/27/2023 11:49 AM

Started On: 07/27/2023 11:18 AM

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN WILLIAMSON COUNTY AND
JARRELL INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT
FOR
PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S
DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS
AND RELATED SUPPORT SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") 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 **Jarrell Independent School District Police Department** ("JISDPD"), a law enforcement agency in the State of Texas, acting by and through its governing body, who may referred to individually as "Party" and collectively as "Parties". This Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.

Participation in the County's Public Safety Software Systems and Dispatch Services:

The County will provide access to the public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at the sole discretion of the County. JISDPD will fall under and must comply with the same Service Level Agreements (SLAs) for IT services as County's agencies and departments for software services.

The County will provide dispatch services, including but not limited to public safety admin and 9-1-1 phone answering services, radio dispatching, associated data collection for call taking and radio dispatch function, and any additional related services that are deemed necessary at the sole discretion of The County. JISDPD will fall under and must comply with the same Service Level Agreements SLAs for dispatch services as County's agencies and departments for such services.

II.

Excluded Services and Items: The following list contains services and items not included under this Agreement:

- A. Replacement or repair to parts, equipment or software not covered by vendor/manufacturer warranty or support or purchased directly by JISDPD.
- B. The cost of any additional software (outside the County's public safety software systems), additional licensing or upgrade fees of any kind.
- C. The cost of any 3rd party vendor or manufacturer support or incident fees of any kind.

- D. The cost to bring JISDPD's environment up to Minimum Standards required (e.g., proper operating systems, internet connection) for services.
- E. Failures due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- F. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by Williamson County and within the standard set of services provided by Technology Services and 9-1-1 Communications.
- G. Training services beyond the initial one-time user training conducted by County staff.
- H. Any work related to compliance with Texas CJIS, TCIC or other applicable laws and regulations.
- I. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
- J. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of JISDPD and to the extent possible, assist JISDPD in procuring the above listed items and services. Any such assistance will be deemed Additional Services and shall be paid for by JISDPD.

III.

Exclusion of Warranties; and Limitation of Liability: The services under this Agreement are subject to the following:

- A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF JISDPD OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
- B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING JISDPD, JISDPD'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE

FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

- C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO JISDPD OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.
- D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO JISDPD OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO JISDPD AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY JISDPD TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, JISDPD MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

F. **No Indemnification:** It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

G. **Immunity.** This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this

Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

IV.

General Obligations of JISDPD: Without limiting any of JISDPD's other obligations under this Agreement, JISDPD will:

- A. Ensure that at all times at least one current staff person of JISDPD has been fully trained on the use of the public safety software systems; Designate, by written notice, a primary and backup person as the point of contact for technology issues involving public safety software systems;
- B. Notify the County of any changes in staffing that requires the County's direct communication with regards to authorized users;
- C. Comply with all applicable Federal and State laws and regulations related to the use and operation of the County's public safety software systems; and
- D. Abide by all relevant information technology and dispatch policies of the County set forth in herein.

V.

Term: The initial term of this Agreement shall commence on the date of the last Party's execution below and shall continue for a period of sixty (60) calendar days thereafter. The Parties acknowledge and agree that a new agreement for participation and access to Williamson County's dispatch services and public safety software systems and related support services ("New Agreement") is being negotiated and the Parties intend to execute it on or before the expiration of this Agreement's term. The New Agreement will supplant and replace this Agreement. In the event the New Agreement is not fully executed prior to the expiration of this Agreement, the Parties may extend this Agreement by written amendment.

VI.

No Assignment: This agreement may not be assigned.

VII.

Consideration: JISDPD shall pay County Five Thousand Dollars (\$5,000.00) within ten (10) calendar days from the execution of this Agreement, which will be used for administrative and onboarding costs associated with County adding JISDPD to the County's dispatch services and public safety software systems. JISDPD hereby agrees and acknowledges that JISDPD will be required to comply with the cost sharing terms and conditions, as well as any other terms and conditions set forth in the New Agreement following its execution by the Parties; provided, however, JISDPD shall not be required to pay an additional administrative and onboarding costs due to paying such costs under this Agreement.

VIII.

No Authority to Bind: Neither Party shall incur any obligations for or in the name of the other Party or have the authority to bind or obligate the other Party. Neither Party shall make, issue or authorize any statements (whether oral or written) in contravention of the foregoing.

IX.

Good Faith Clause: The Parties agree to act in good faith in the performance of this agreement.

X.

Confidentiality: JISDPD expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the County's public safety software systems. JISDPD further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

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

XII.

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

XIII.

1.1. **Notices:** The Parties designate the following persons for receipt of notice:

If to Williamson County:

Name: Bill Gravell (or successor)

Title: County Judge

Address: Williamson County

710 Main Street

Georgetown, TX 78626

Phone: (512) 943-1550

If to JISDPD:

As set forth on the signature page hereinbelow.

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

XIV.

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

XV.

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

- A. Williamson County Technology Services "Hardware & Software Requirements," as amended;
- B. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended;
- C. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended; and
- D. Service Level Agreement for Information Technology Services

JISDPD acknowledges that the documents listed above have been provided to JISDPD as of the Effective Date and are incorporated herein as if copied in full.

XVII.

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

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement to be effective as of the date of the last Party's execution below.

WILLIAMSON COUNTY, TEXAS (County):

By: _____

Date: _____

Name: _____

Title: **As presiding officer of the Williamson County
Commissioners Court**

**JARRELL INDEPENDENT SCHOOL DISTRICT (JISDPD),
Acting by and through its Governing Body
and Authorized Representative:**

By: Toni Hicks

Date: 7-26-23

Name: Toni Hicks

Title: Superintendent

JISDPD's Designated Contact for Legal Notices:

Name: Sharif Mezayek
Title: Proposed Chief of Police
Address: 1100 W FM487
Jarrell
TX 76537

Phone: 512-598-3701
Email: sharif.mezayek@jarrellisd.org

Commissioners Court - Regular Session

30.

Meeting Date: 08/01/2023

NACO BA Rev 08.01.23

Submitted For: Ganae Hempe

Submitted By: Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program.

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	\$154.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Date

07/27/2023 09:47 AM

Started On: 07/24/2023 07:41 PM

Commissioners Court - Regular Session

31.

Meeting Date: 08/01/2023

NACO BA Exp 08.01.23

Submitted For: Ganae Hempe

Submitted By: Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program.

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide RX Disc Card Program	\$154.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Date

07/27/2023 09:47 AM

Started On: 07/24/2023 07:49 PM

Commissioners Court - Regular Session

32.

Meeting Date: 08/01/2023

Park Donations BA Rev 08.01.23

Submitted For: Ganae Hempe

Submitted By: Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This is for donation collections for April 2023 through June 2023. Donations include \$1,775.00 in general donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$1,775.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Date

07/27/2023 09:48 AM

Started On: 07/25/2023 10:00 AM

Commissioners Court - Regular Session

33.

Meeting Date: 08/01/2023

Park Donations BA Exp 08.01.23

Submitted For: Ganae Hempe

Submitted By: Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This is for donation collections for April 2023 through June 2023. Donations include \$1,775.00 in general donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$1,775.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Date

07/27/2023 09:49 AM

Started On: 07/25/2023 10:03 AM

Commissioners Court - Regular Session

34.

Meeting Date: 08/01/2023

Animal Shelter Donations BA Rev 08.01.23

Submitted For: Ganae Hempe

Submitted By: Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This is for donation collections for April 2023 through June 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.361300	Interest, Investments	\$15,357.88
	0546.0000.367404	Animal Shelter Donations	\$41,755.33
	0546.0000.367440	Jane's Fund Donations	\$8,847.00
	0546.0000.367442	Play Yard Donations	\$280.00
	0546.0000.367443	Heart Worm Trmt Donations	\$6,244.69
	0546.0000.367445	SIT Team Donations	\$525.50
	0546.0000.367447	Animal Transport Donations	\$160.00
	0546.0000.367448	Kitten Care Donations	\$4,526.00
	0546.0000.370150	Sales of Pet Care Products	\$1,597.30

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

County Auditor (Originator)

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Ganae Hempe

Becky Pruitt

Date

07/27/2023 08:55 AM

07/27/2023 09:26 AM

07/27/2023 09:50 AM

Started On: 07/25/2023 10:13 AM

Commissioners Court - Regular Session

35.

Meeting Date: 08/01/2023

Animal Shelter Donations BA Exp 08.01.23

Submitted For: Ganae Hempe

Submitted By: Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This is for donation collections for April 2023 through June 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	\$1,980.98
	0546.0546.003670	Use of Donations	\$51,785.29
	0546.0546.004100	Professional Services	\$10,972.12
	0546.0546.004105	Foster Home Care	\$5,613.18
	0546.0546.004231	Travel	\$198.43
	0546.0546.004232	Training	\$651.73
	0546.0546.004509	Facility Enhancements	\$347.26
	0546.0546.004975	Animal Medical Care	\$7,744.71

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Date

07/27/2023 09:51 AM

Started On: 07/25/2023 11:35 AM

Commissioners Court - Regular Session

36.

Meeting Date: 08/01/2023

Imposition of Optional Fees for Calendar Year 2024

Submitted For: Bill Gravell

Submitted By: Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the imposition or removal of optional fees for Calendar Year 2024 as authorized by the Texas Transportation Code, including the County Road and Bridge Fund fee, not to exceed \$10, and the Child Safety fee, not to exceed \$1.50, and the submission of the required notification form to the Texas Department of Motor Vehicles.

Background

County commissioners courts are statutorily required to notify the Texas Department of Motor Vehicles (TxDMV) each year regarding the imposition or removal of optional county fees to be assessed on motor vehicle registrations. Notice must be made to TxDMV each year by September 1, with fee changes taking effect on January 1 of the following year. The attached letter gives a brief description of the related optional county fees from Chapter 502 of the Transportation Code. Currently, Williamson County assesses \$10 for the Road and Bridge Fund fee and \$1.50 for the Child Safety fee.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Letter to Judges
Imposition of Optional Fees

Form Review

Inbox

County Judge Exec Asst. (Originator)
Form Started By: Andrea Schiele
Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Date

07/27/2023 02:35 PM
Started On: 07/27/2023 02:14 PM



July 17, 2023

Re: Imposition of Optional Fees for Calendar Year (CY) 2024

To the Honorable County Judge:

County commissioners courts are statutorily required to notify the Texas Department of Motor Vehicles (TxDMV) each year regarding the imposition or removal of optional fees. Notice must be made to TxDMV each year by September 1 with new fees taking effect on January 1 of the following year. This letter and attachments will provide information on how to submit the Calendar Year (CY) 2024 notification to TxDMV. The following is a brief description of the optional county fees from Chapter 502 of the Transportation Code:

County Road and Bridge Fee (Section 502.401):

- May not exceed \$10; and
- Revenue must be credited to the county road and bridge fund.

Child Safety Fee (Section 502.403):

- May not exceed \$1.50; and
- Revenue must be used for school crossing guard services; remaining funds must be used for programs to enhance child safety, health, or nutrition, including child abuse intervention and prevention, and drug and alcohol abuse prevention, among other purposes.

Transportation Project Fee (Section 502.402):

- Applies to Bexar, Brazos, Cameron, El Paso, Hidalgo and Webb counties **ONLY**;
- May not exceed \$10 for Bexar, El Paso, and Hidalgo counties;
- May not exceed \$20 for Brazos, Cameron, and Webb counties; and
- Revenue must be used for long-term transportation projects.

Please complete and return the attached *Imposition of Optional Fees* form. If your county will keep the same optional fees for CY 2024, please select OPTION A. If your county will change imposed fees, please select OPTION B and include a copy of a commissioners court order reflecting the specific changes.

DEADLINE: Please return the form and commissioners court order, if applicable, by Friday, September 1, 2023, by email to: DMV_OptionalCountyFeeUpdates@TxDMV.gov (note the underscore between DMV and Optional).

If you have any questions, please contact Maureen Vale, Registration Services, at 512-465-5601. Thank you for your timely response.

Sincerely,

Annette Quintero, Director
Vehicle Titles and Registration Division
Texas Department of Motor Vehicles

AQ:CT:MV

Attachments

cc: County tax assessor-collectors



Imposition of Optional Fees Calendar Year (CY) 2024

INSTRUCTIONS: All counties must complete and return this form to the TxDMV via email to:
DMV_OptionalCountyFeeUpdates@TxDMV.gov

Please submit at your earliest convenience, but no later than **Friday, September 1, 2023.**

COUNTY NAME: Williamson County

SELECT ONLY ONE OPTION BELOW:

OPTION A – No change. This county will charge the same fees in CY 2024. 
Submit this form to TxDMV. A copy of a commissioners court order is NOT required.

OR

OPTION B – The commissioners court has approved fee changes for CY 2024.
Submit this form and a copy of the commissioners court order to TxDMV.
Enter amounts for each fee, even those that did not change. Enter zero (0), if necessary.

CY 2024 fees to be collected by your county:

Road and Bridge Fee: \$ _____

Child Safety Fee: \$ _____

Transportation Project Fee (applicable to Bexar, Brazos, Cameron, El Paso, Hidalgo and Webb counties only): \$ _____

Total fee amount to be collected in CY 2024: \$ _____

For OPTION B, submit this form and a copy of the court order to TxDMV.

We appreciate your response. Thank you.

Commissioners Court - Regular Session

37.

Meeting Date: 08/01/2023

Stop the Bleed Agreement

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a licensing agreement between the Department of Defense, Defense Health Agency and Williamson County EMS.

Background

Approval of the agreement will allow Williamson County EMS to use the official "Stop the Bleed" logos for the sole purpose of educational training, such as printing of posters, websites, educational handouts, etc. The licensing agreement is free-of-charge and has been reviewed by Williamson County legal. As another governmental entity the Department of Defense has requested that Williamson County first approve and sign the agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

STB agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 07/26/2023

Reviewed By

Becky Pruitt

Date

07/26/2023 09:06 AM

Started On: 07/25/2023 08:38 AM

LICENSING AGREEMENT

AGREEMENT effective July 8, 2023, between the **Department of Defense, Combat Casualty Care Research Program** (hereinafter referred to as "DoD") and **Williamson County EMS** (hereinafter referred to as "Licensee").

WHEREAS, STOP THE BLEED® is a U.S. Government program that addresses the need to train and enable the public to take critical lifesaving actions to control severe blood loss caused by a traumatic injury (hereinafter referred to as the "Program"); and

WHEREAS, DoD owns multiple United States and foreign trademark registrations on the STOP THE BLEED® marks shown in paragraph 2 of this Agreement (hereinafter referred to as the "Marks"); and

WHEREAS, the Program has adopted the Marks as its official symbol and authorized its use by third parties for the purposes set forth in this Agreement; and

WHEREAS, Licensee desires to utilize the Marks in connection with its educational and promotional activities in support of the Program; and

WHEREAS, DoD is willing to authorize the Licensee to use the Marks under the terms and conditions set forth below.

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

1. GRANT OF LICENSE: Subject to the limitations set forth in this Agreement, DoD hereby grants to Licensee, the non-exclusive right and license to use the Marks, in the Territory described below, in conjunction with its **EDUCATIONAL AND OUTREACH EFFORTS TO SUPPORT AND PUBLICIZE THE PROGRAM**. Educational efforts include all in-person, virtual and online classes taught by qualified bleeding control professionals and/or instructors certified by the American College of Surgeons or the Stop the Bleed Coalition. (See paragraph 9.1, below.) Outreach efforts include promoting the Program and its purposes on Licensee's website, posters and other promotional pieces it creates that deal with how to stop or control severe bleeding. Licensee agrees that it will not use the Marks or the STOP THE BLEED® Badge shown in paragraph 6.2 (hereinafter referred to as the "Badge") in a manner that would indicate DoD's endorsement of any of its products or services. This specifically includes not putting the Marks or Badge on any webpage where any of Licensee's products or services are promoted or sold. Upon request from DoD, Licensee agrees to include appropriate disclaimers on its website and promotional materials.

2. MARKS: The term Marks, as used in this Agreement, shall include the Word Mark and Logo/Design Marks shown below. The registered ® symbol shall be reproduced in the relative size and location shown in the STOP THE BLEED® Style Guide (hereinafter referred to as the "Style Guide"). Upon request, DoD shall provide Licensee with high-resolution copies of the Marks. The Style Guide is available online at: <https://stopthebleedcoalition.org/styleguide>.

Word Mark:

STOP THE BLEED®

Logo/Design Marks:



Stop Sign Logos: The Stop Sign logo is intended for uses where the display of the entire STOP THE BLEED® logo is not practical. All uses of the Stop Sign logos must conform with guidance provided in the Style Guide and be specifically approved in writing by DoD before the logos can be used by Licensee.



3. **ROYALTY:** This is a royalty free license.

4. **TERRITORY:** Unless otherwise agreed by DoD in writing, this license is only valid for teaching an approved STOP THE BLEED® Bleeding Control Course in the following territory:

Williamson County and Central Texas

5. **STUDENT FEES:** Licensee's use of the Marks is restricted to non-profit educational purposes. Students may be charged a fee for attending Licensee's educational classes. However, unless otherwise authorized by DoD in writing, all such student fees collected by Licensee must be used exclusively for Licensee's educational and/or outreach activities in support of the Program. A separate license is required if the Licensee is operating a for-profit educational program. A for-profit program is one where a portion of the student fees are used for purposes not directly related to the cost of operating and promoting of the Program.

6. **FREE EDUCATIONAL LICENSEE PORTAL:** Once this Agreement has been signed by both Licensee and DoD, the Licensee will receive an email with information on how it can establish an account giving it access to the Educational Licensee Account Portal (the "Portal") established by DoD. There is no cost to the Licensee to set up an account and the Portal provides access to important training aids, including the following:

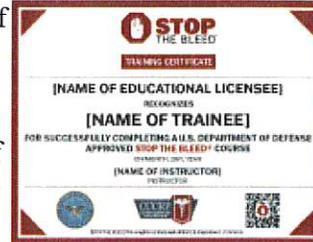
6.1. **STB Course Materials.** DoD approved bleeding control course slides and support materials created by the Stop the Bleed Coalition. This is a one-hour bleeding control class that provides instruction in how to treat traumatic injuries involving severe blood loss.

6.2. **Educational Licensee Badge.** DoD has developed a distinctive badge that can be used by the Licensee to promote the fact that it has been issued a DoD STB Educational License. The badge is designed to be displayed on Licensee's website and in other promotional materials that are directly related to its bleeding control training program. The purpose of the Badge is to show the public that the Licensee has been



licensed by DoD to provide STOP THE BLEED® branded bleeding control training. Images of the Badge can be downloaded from the Portal.

6.3. **Training Certificates.** DoD has created a variety of training certificates that are available for issuance to students that have completed all portions of the STOP THE BLEED® bleeding control course. Fill in the blank certificates can be downloaded from the Portal. Some of these samples allow the Licensee to show its logo on the certificate also. Any Licensee desiring to modify the certificate to meet its individual needs must submit a drawing of the certificate to DoD for approval at stopthebleed@stripes.osd.mil. All certificates created by the Licensee must in compliance with guidelines set forth in the Style Guide and must be approved by DoD in writing before they can be used. The issuance of a student certificate is not required under this Agreement.



6.4. **Filing Quarterly Reports.** Paragraph 11 of this Agreement requires licensees to submit quarterly training reports. The Portal provides the Licensee the opportunity to file these reports online. The form is designed to take about 5 minutes to complete.

7. **PROMOTIONAL PRODUCTS:** This license does not authorize or permit the Licensee to produce any promotional products (T-shirts, mugs, stickers, etc.) or bleeding control devices or products (tourniquets, hemostatic gauze, first aid kits, etc.) bearing the Marks. Below are the options available to Licensees desiring to use promotional items in promoting their bleeding control program.

7.1. Pre-approved STOP THE BLEED® branded promotional products, including co-branded product, can be purchased from the STOP THE BLEED® Shop at <https://shopstopthebleed.com/>. Licensees can use any merchandise purchased from this website for the promotion of their bleeding control training program.

7.2. Licensees desiring to create their own branded products must request a separate product license application form from DoD at stopthebleed@stripes.osd.mil. These licenses will only be granted in situations where the products desired are not sold by the STOP THE BLEED® Shop or where there are valid reasons for procuring the products from a different source. Before a license is granted, DoD must approve of the manufacturer of the products, the artwork, and the quality of the actual product. This may involve sending product samples to DoD. Product samples sent to DoD are normally not returned.

8. **CO-BRANDING:** The Marks may be co-branded with Licensee's corporate name, trade name(s) and logos on its website, posters, etc., that are designed to promote Licensee's bleeding control courses. All co-branding must conform to the provisions of Co-Branding section of the Style Guide and may not be done in a manner that would imply an endorsement by DoD of Licensee's organization or training program. DoD reserves the right to require

Licensee to send it artwork and/or product samples showing how the Marks are displayed with Licensee's logo. DoD may require changes to the way Licensee uses its names and logos in conjunction with the Marks. Co-branded products purchased from the STOP THE BLEED® Shop website shown in paragraph 7.1 do not require further review by DoD. Co-branded products coming from other sources must be licensed by DoD in the manner set forth in paragraph 7.2 above.

9. COURSE CURRICULUM: The Program seeks to translate DoD's battlefield medical success to the civilian sector by providing the public with training that will enable those taking the course to stop or reduce life-threatening bleeding. The overall goal of all STOP THE BLEED® training is to motivate the student to take immediate action when someone is injured, to be able to differentiate life-threatening from non-life-threatening bleeding, and to promptly apply pressure to stop or reduce bleeding. This includes applying direct pressure, packing and wrapping the wound and proper use of a tourniquet.

9.1. Approved STOP THE BLEED® Courses: There are currently two DoD approved STOP THE BLEED® bleeding control courses being offered. Instructors desiring to teach one of these courses must request certification through the course's sponsoring organization.

The American College of Surgeons STOP THE BLEED® Course. The instructor portal can be found at: <https://www.stopthebleed.org/training/>

The Stop the Bleed Coalition STOP THE BLEED® Course. Course materials are available at the Portal mentioned in paragraph 6 above.

9.2 Licensee Created Courses: Bleeding control courses created by the Licensee must be approved by DoD before they are offered to the public. Licensee created courses offered to the public pursuant to this Agreement should provide training in the following areas:

9.2.1. That when there is substantial bleeding, there exists a need to act immediately because uncontrolled bleeding can cause death within minutes.

9.2.2. That hemostatic or medical gauze should be used to pack and wrap the wound, but a shirt, a towel, or other material can be used if that is all that is available.

9.2.3. That direct pressure should be applied to the wound to reduce bleeding, but if significant bleeding continues, a tourniquet should be considered for bleeding from the arms or legs. This includes providing instruction on how to recognize when a tourniquet is needed, providing guidance on how to properly apply a tourniquet and how to recognize when a second tourniquet might be required.

9.2.4. That gloves, face masks or other types of physical barriers should be used if available.

9.2.5 That, if bleeding is severe, when possible, someone else at the scene of a traumatic bleeding incident should be directed to call for emergency medical help.

10. USE OF ONLINE VIDEOS: Online videos may be used as part of the training authorized under this Agreement. However, certificates of course completion, like the one shown in paragraph 6.3, should not be issued until the participant has completed the in-person, hands-on skills section of the course that includes showing competency in applying direct pressure to reduce bleeding, packing and wrapping a wound and proper tourniquet application. Training videos created by the Licensee must be submitted to DoD for review and approval prior to their being used as part of a STOP THE BLEED® authorized bleeding control course. All proposed training videos should be sent to DoD at stopthebleed@stripes.osd.mil. If approved, Licensee grants DoD the unlimited right and license to reproduce the video and authorize third-parties to display the video for training purposes in support of the goals of the Program.

11. REPORTING REQUIREMENTS: As part of DoD's quality control procedures, the Licensee agrees to provide DoD with quarterly reports that provide the following information: (1) the number of qualified instructors available to teach their bleeding control course; (2) the number of classes taught during calendar quarter; (3) the total number of students that completed the course; (4) the number of course completion certificates issued (if any); (5) if the course Licensee offers are available to the general public and (6) the curriculum taught. (Does Licensee teach the course offered by the American College of Surgeons, the Stop the Bleed Coalition or a course created by the Licensee or some other party.) The reports are due 30 days following the end of the calendar quarter and the information may be sent in email form to stopthebleed@stripes.osd.mil. Reports may also be completed and filed online at the Portal mentioned in paragraph 6.4. Reports filed online will also request additional information to help DoD continue to develop the STOP THE BLEED® Program. Providing this additional information is not a requirement under this Agreement, but will help DoD continue to improve the STOP THE BLEED® Program.

12. OFFICIAL LIST OF LICENSEES: DoD has been requested by various states to establish a website, available to the general public, that contains a list of DoD's STOP THE BLEED® Educational Licensees. The states want to use the list to provide guidance to schools, government agencies and other organizations on where they can get qualified bleeding control training. By signing this Agreement, Licensee authorizes DoD to list Licensee's organization on this list, including its address and the contact information listed for the Primary Contact shown in paragraph 18.2 below. Notwithstanding the proceeding provisions, Licensee may request that its listing be deleted from the list or may request that its contact information be changed. This request may be made at the time this Agreement is signed or at any time thereafter. It is anticipated that organizations appearing on this list will receive inquiries from schools, other government organizations and the general public.

13. DoD EDUCATIONAL AIDS: DoD and its partners have created a number of aids to assist the Licensee in developing its educational program. These articles and other educational aids can be found on the Portal mentioned in paragraph 6. It is recommended that the Licensee carefully review this website prior to developing its own bleeding control training program. A short video on bleeding control created by DoD's Uniformed Services University of Health Sciences is available at: <https://stopthebleed.usuhs.edu/> A video created by the American College of Surgeons is available at <https://www.stopthebleed.org/training/#public>. DoD has also developed a STOP THE BLEED® bleeding control app which is available at no cost. The apps can be found at:

iOS devices. See: <https://itunes.apple.com/us/app/stb/id1336173602?mt=8>

Google Play: See: <https://play.google.com/store/apps/details?id=edu.usuhs.stb>

14. NO CHANGES IN ARTWORK OR DESIGNS: Licensee agrees that the Marks will be reproduced in a manner that is substantially identical to the appearance of the Marks in the Style Guide. Upon request, DoD shall provide Licensee with reproduction quality copies of the Marks. If requested by DoD, Licensee agrees to send DoD mock-ups of the posters and other promotional materials it intends to create and/or is using in support of its STOP THE BLEED® educational and outreach program.

15. DoD OWNERSHIP OF MARK AND BADGE:

15.1. DoD represents and Licensee acknowledges that DoD owns the Marks and agrees that it will do nothing inconsistent with such ownership, that all uses of the Marks and Badge by Licensee shall inure to the benefit of and be on behalf of DoD, and agrees to assist DoD, at its request, in recording this Agreement with appropriate governmental authorities. Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interest in the Marks or Badge other than the rights outlined in this Agreement and Licensee agrees that it will not attack the title of DoD to the Marks or Badge, attack the validity of this License or any trademark, service mark, copyright or similar applications or registrations DoD may now or in the future, have on the Marks and Badge and their artistic elements. Licensee further agrees that it will not assist or cooperate with other parties in their efforts to attack DoD's trademarks and its right to control how the Marks are used.

15.2. Unless specifically authorized by DoD in writing, Licensee agrees that it will not apply for or secure trademark or copyright registration(s) on the Marks (or any words, logos or designs that are confusingly similar to the Marks) with any governmental entity in the United States or elsewhere. To the extent Licensee secures any common law or other ownership rights to any of the Marks (or any words, logos or designs that are confusingly similar to the Marks), Licensee agrees to promptly assign those rights to DoD upon request or upon the termination of this Agreement, whichever comes first. Licensee agrees to sign any documents prepared by DoD that are necessary to execute such assignment or to exercise any other right granted DoD in this Agreement.

15.3. Licensee shall not apply for, secure, or own any domain names or social media accounts that contains the words Stop the Bleed, Stop the Bleeding, or any variation thereof without DoD's prior written consent. This includes, but is not limited to, websites or Uniform Resource Locators (URL) and social media accounts like Facebook, Twitter, Instagram, LinkedIn. Licensee further agrees that any such domain name or account that is authorized by DoD pursuant to this paragraph shall be assigned to DoD upon the termination of this Agreement. DoD shall also have the right to direct that the Licensee abandon any such account instead of assigning it to DoD.

15.4. DoD's failure to timely enforce any provisions of this Agreement shall not constitute a waiver of its right to enforce any such provision in the future.

15.5. All the provisions of this paragraph and the following paragraph dealing with Representations and Warranties shall survive termination of this Agreement.

16. REPRESENTATIONS AND WARRANTIES: Both Parties warrant that they have full power and authority to enter into this Agreement and that the execution of this Agreement by it does not violate any agreements, rights or obligations existing between it and any third-party

before and/or during the Term. DoD represents and warrants that, to the best of its knowledge, the Marks licensed under this Agreement do not infringe upon or violate any third-party's rights. No warranties or representations regarding DoD's ownership of the Marks are made by DoD other than that the information provided to Licensee by DoD is true and accurate to the best of its knowledge. The Marks are registered trademarks in the United States and many foreign countries. However, there may be some countries where third-parties may claim rights to the slogan, Stop the Bleed, that are superior to those owned by DoD. If the Marks are to be used outside of the United States, Licensee is solely responsible for ensuring that such use does not violate any third-party rights. Licensee warrants and represents it will only use the Marks in the manner authorized in this Agreement and that such use will not violate or infringe upon any third-party intellectual property rights, trade secrets or other proprietary rights.

17. LICENSEE OWNERSHIP OF ITS NAMES AND LOGO: Nothing in this Agreement shall give DoD any ownership rights to any of Licensee's names or logo. However, DoD and its partners may display Licensee's name, logo and contact information in any listings it creates of groups that have been issued STOP THE BLEED® Educational Licenses by DoD.

18. POINT OF CONTACT – The Parties have designated the persons listed below as their Point-of-Contact for all matters dealing with this Agreement:

18.1. DoD at:

Therese A. West, DNP, APN, BC
Deputy Director
US Combat Casualty Care Research Program
504 Scott Street
Fort Detrick, MD 21702-5012

Copy to:

Ms. Tzipy Fromberg, MBA
Trademark Management Specialist
STOP THE BLEED® Program
Fromberg.tziporah@stripes.com

18.2. Licensee at:

Jim Persons
Williamson County EMS
james.persons@wilco.org

19. TERMINATION OF LICENSE: This Agreement shall commence as of the Effective Date shown above and shall terminate on the third anniversary of the Effective Date. This three-year period shall hereinafter be referred to as the "Term". Notwithstanding anything to the contrary contained in this Agreement, either party may terminate this license at any time by giving the other party 30 days written notice of its intent to terminate this Agreement. This Agreement shall terminate at the end of the notice period. The notice shall be sent to the other party's designated Point-of-Contact and shall be deemed to have been received by addressee on the date delivered. Such notice can be sent by email, regular mail or registered mail. However, the sender has the burden of proving delivery. If more than one contact is listed in

the Point-of-Contact section for either Party, the notice shall be sent to every person or entity listed.

20. **OWNERSHIP NOTICE:** On Licensee's website, and on the bottom of all posters and other printed materials where one or more reproductions of the Marks are displayed, the ownership notice shown below shall be reproduced in small print. The notice only needs be printed once on Licensee's website and only once on any printed document regardless of the length of the document.

STOP THE BLEED® is a registered trademark of the U.S. Department of Defense.
All rights reserved. ©DoD

21. **INDEPENDENT CONTRACTORS:** DoD and Licensee intend to act and perform as independent contractors and the provisions hereof are not intended to create any partnership, joint venture, agency, or employment relationship between the Parties.

22. **CAPTIONS:** Captions or headings used in this Agreement are for convenience or reference only and shall not be considered in the construction of this Agreement.

23. **APPLICABLE LAW:** This Agreement will be governed by, construed, and interpreted in accordance with the laws of the United States of America, without regard to conflict of law principles. Any action brought by Licensee for monetary damages against DoD shall be brought in the United States Court of Federal Claims; all other claims whether brought by DoD or Licensee shall be brought in the United States District Court for the Eastern District of Virginia.

**U.S. DEPARTMENT OF DEFENSE
Combat Casualty Care Research Program**

**LICENSEE:
Williamson County EMS**

By: Dr. Therese A. West

By:

Title: Deputy Director

Title:

SIGNATURE AREA

SIGNATURE AREA

Commissioners Court - Regular Session

38.

Meeting Date: 08/01/2023

22IFB141 - CR 258 Extension Change Order #4 (Special Shoring)

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. 4 in the amount of (\$153,292.00) for Project 22IFB141 CR 258 Extension (Joe Bland Construction) P: 277 Funding Source: Road Bond.

Background

This Change Order removes the unnecessary traffic control and construction items from the Contract. The Traffic Control Plan for the project was revised to include a full closure of the existing CR 258 instead of implementing the original one lane, two-way traffic control on CR 258. As a result, fewer traffic control measures were needed. This Change Order revises the Disincentive dollar amount in the Project Construction Manual to \$1,250/day. This Change Order also revises the unit of measure for the asphalt items associated with the safety improvements at Ronald Reagan and Elizabeth Parkway. Please see the attached Change Order for additional details.

This Change Order results in a net decrease of \$153,292.00 to the Contract amount, for an adjusted Contract total of \$6,128,291.55. The original Contract amount was \$5,836,754.36. As a result of this and all Change Orders to-date, \$291,537.19 has been added to the Contract, resulting in a 4.99% net increase in the Contract cost. As a result of this Change Order, The Contract Time will be reduced by sixty (60) days.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

22IFB141-CR 258 Extension_CO#4

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Julissa Vasquez
Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Date

07/27/2023 08:59 AM
Started On: 07/19/2023 08:43 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4

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: 5A, 1B (3 Max. - In order of importance - Primary first)

Project:	<u>22IFB141</u>
Roadway:	<u>CR 258 Extension</u>
CSJ Number:	_____

5. Describe the work being revised:

5A. Contractor exercises option to change the traffic control plan. This Change Order removes the unnecessary traffic control and construction items from the Contract, per the agreement to completely close existing CR 258 for the duration of Summer. This Change Order also revises the Disincentive dollar amount in the Project Construction Manual to \$1,250/day. **1B. Design Error or Omission.** This Change Order also revises the Unit of Measure for the asphalt items that were added in Change Order #2.

6. Work to be performed in accordance with Items: N/A
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>7/20/2023</u></p> <p>By <u></u></p> <p>Typed/Printed Name <u>Kyle Klussmann</u></p> <p>Typed/Printed Title <u>Project Manager</u></p>	<p style="text-align: center;">The following information must be provided</p> <p>Time Ext. #: <u>1</u> Days added on this CO: <u>-60</u></p> <p>Amount added by this change order: <u>(\$153,292.00)</u></p>
--	---

RECOMMENDED FOR EXECUTION:

 7/24/2023
Project Manager Date

N/A
Design Engineer Date

 7/26/2023
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

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. 4

Reason for Change

This Change Order removes the unnecessary traffic control and construction items from the Contract, per the agreement to completely close CR 258 for the duration of the Summer. This Change Order revises the Disincentive dollar amount in the Project Construction Manual to \$1,250/day. This Change Order also revises the unit of measure for the asphalt items in Change Order 2.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
3076-6003	D-GR HMA TY-B PG64-22 (EXEMPT)	1,164.00	TON
3076-6066	TACK COAT	421.00	GAL
3076-6070	D-GR HMA TY-D PG76-22 SAC-B (EXEMT)	231.00	TON

This Change Order results in a net decrease of \$153,292.00 to the Contract amount, for an adjusted Contract total of \$6,128,291.55. The original Contract amount was \$5,836,754.36. As a result of this and all Change Orders to-date, \$291,537.19 has been added to the Contract, resulting in a 4.99% net increase in the Contract cost. As a result of this Change Order, The Contract Time will be reduced by sixty (60) days.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Special Provision to Item 000

Disincentives



For this project, Item XXXVI "Prosecution and Progress" of the Special Conditions is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

This item is supplemented by the following:

Disincentives. Failure to substantially complete the work within the timeframe described in the milestone below will result in the assessment of disincentives at the rate specified for each additional day required for substantial completion of the milestone. The disincentive deductions will be in addition to any Contract administration liquidated damages, in accordance with XI "Completion of Work on Time" of the Special Conditions. The amount of the disincentive will be deducted from the money due or to become due to the Contractor. The disincentives will be assessed not as a penalty, but for added expense incurred by the traveling public.

Disincentives Using Specified Rate. The application of disincentives is as follows:

Disincentives for failure to substantially complete work and reopen CR 258 the traveling public with 2 lane traffic within sixty (60) calendar days or prior to 8/16/2023 (Start of Liberty Hill ISD school year), whichever occurs first. The rate and time charges used for calculating milestone disincentive is \$1,250/Day.

Time charges for the completion of disincentives will be as shown on the plans for each milestone described. Time charges will not be adjusted for weather, weekends, holidays, or suspension of contract time. However, time charges for milestones may be adjusted by the Engineer when:

- the County makes changes to the project, such as extension of limits or changes in scope, that affect the duration of a milestone;
- delays occur due to unadjusted utilities when clearance is not the responsibility of the Contractor;
- or catastrophic events occur, such as a declared state of emergency or natural disaster, if the event directly affects the Contractor's prosecution of the work.

Time charge adjustments will be made in accordance with the schedule required to meet XXXVI "Prosecution and Progress" of the Special Conditions, the proposal, and the plans.

Milestones:

Start Milestone: Start of CR 258 detour as shown in the contractor's detour plan.

End Milestone: End of CR 258 detour that allows two-lane two-way traffic safely as shown in the roadway plans.

Eddie R. Church

From: Kyle Klussmann <kklussmann@joeblandconstruction.com>
Sent: Thursday, May 25, 2023 8:36 AM
To: Steven Shull
Cc: Bruce Thurin; Eddie R. Church; Oscar Salazar-Bueno; 61272_CR258Extension; Bob Foust; John Nichols; Joe Bland
Subject: FW: CR 258 - Change Order (Special Shoring Etc.)

Steven,

Please accept the following proposal below as a request for project credit and a decrease in the project duration.

Deleted Items Credit:

- Temp Special Shoring: **\$79,560.00**
- One Traffic Control (Temp Signals): **\$34,380.00**
- CTB: **\$36,740.00**
- Barricades: 2 Months Deducts: **\$3,372.00**

TOTOL CREDIT: \$154,052.00

Project Advantages to proposal:

- 2 months shortened on contract
- Increase productions since not in phases
- Remove liability and risk of temp traffic signals for all parties
- Project Credit: \$154,052.00
- Close down CR 258 during the summer while school is out (no inconvenience to the public)

Please advise?

Thanks in advance!

Kyle Klussmann

Cell: 512.801.1230

kklussmann@joeblandconstruction.com



13111 DESSAU ROAD
AUSTIN, TEXAS 78754
512-821-2808

Commissioners Court - Regular Session

39.

Meeting Date: 08/01/2023

2019 Road Bond Surveying On-Call Inland Contract Amendment No. 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the On-Call Surveying Services contract between Williamson County and Austin Survey Company, L.L.C. dba Inland Geodetics relating to the 2019 Road Bond Program.

Project: As Needed. Fund Source: Road Bonds

Background

This Contract Amendment No. 1 increases the compensation cap by \$100,000.00 from \$300,000.00 to \$400,000.00. This will allow for the execution of two new Work Authorizations for the Bagdad Road North and CR 314 projects. The amendment also updates the Exhibit D - Rate Schedule using the CPI language in the Master Contract.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Inland-OnCallSurvey-PSAAmendment01

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Date

07/27/2023 10:18 AM

Started On: 07/26/2023 05:38 PM

IN WITNESS WHEREOF, the County and the Surveyor have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

SURVEYOR:

COUNTY:

By: Francisco Rivera
Signature

By: _____
Signature

Frank Rivera
Printed Name

Printed Name

President
Title

Title

7/26/2023
Date

Date

APPROVED
By Christen Eschberger at 10:08 am, Jul 27, 2023

CPI ADJUSTMENT CALCULATION

BASE (1982-84) = 100	100
May 2020 PSA SIGNED	245.696
APRIL 2023 (LATEST DATA)	295.315
DELTA	20.20%

FIRM		
On-Call <u>Austin Survey Company LLC dba Inalnd Geodetics</u>		
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)	PROPOSED RATE (per hour)
Surveying Services (SS)		
Project Manager	\$ 169.71	\$ 203.98
Licensed State Land Surveyor	\$ 161.81	\$ 194.49
Registered Professional Land	\$ 165.76	\$ 199.24
Survey Technician	\$ 119.19	\$ 143.26
Clerical Support	\$ 68.41	\$ 82.23
Field Crew Services		
2 - Person Survey Crew	\$ 150.00	\$ 180.29
3 - Person Survey Crew	\$ 170.00	\$ 204.33
4 - Person Survey Crew	\$ 190.00	\$ 228.37
Additional Crew Member	\$ 54.00	\$ 64.91
GPS Field Operator & Vehicle	\$ 120.00	\$ 144.23
All Terrain Vehicle (per day)	\$ 55.00	\$ 66.11
Additional Vehicle (per day)	\$ 60.00	\$ 72.12

Commissioners Court - Regular Session

40.

Meeting Date: 08/01/2023

Hero Way Purchase Contract

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with William and Paradee Albrecht for 0.182 acres of right of way needed on the Hero Way project (Parcel 203). Funding Source: Road Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Date

07/27/2023 09:54 AM

Started On: 07/26/2023 02:30 PM

REAL ESTATE CONTRACT

Hero Way Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **WILLIAM S. ALBRECHT and PARADEE ALBRECHT** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I
PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.182-acre tract of land out of the Milton Hicks Survey, Abstract No. 287, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 203**);

together with all and singular the rights and appurtenances pertaining to the property (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II
PURCHASE PRICE**

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of ONE HUNDRED TWENTY-SEVEN THOUSAND SIX HUNDRED NINETY-TWO and 00/100 Dollars (\$127,692.00).

2.01.1. As Additional Compensation for the acquisition of any improvements on the Property, replacement of fencing and any cost of cure for the remaining property of Seller, Purchaser shall pay the amount of SEVEN THOUSAND THREE-HUNDRED EIGHT and 00/100 Dollars (\$7,308.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

Special Provisions

2.03. As an obligation which shall survive the Closing of this transaction, the parties agree that Seller's existing driveway access alignment shall be maintained during construction and upon completion of the proposed Hero Way roadway improvement project, unless otherwise agreed to in advance with Seller.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V

CLOSING
Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before August 21, 2023, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A" free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in the Property Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively as incurred.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default

and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after August 15, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing or preliminary investigation activities associated with the proposed Hero Way improvement construction project of Purchaser, and Seller agrees to make any gate access

available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

W S Albrecht
William S. Albrecht

Address: _____

Date: 07 / 25 / 2023

Paradee Albrecht
Paradee Albrecht

Date: 07 / 25 / 2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Parcel: 203
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 203

METES & BOUNDS DESCRIPTION FOR A 0.182 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER 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; SAID 0.182 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 southwest corner of the remainder of the above described Albrecht Tract at the northwest corner 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, and at the most easterly common corner of a called 0.105 acre tract of land described as Parcel 27 as described 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 southwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with cap stamped "DIAMOND SURVEYING" found at the most southerly corner of said Parcel 27, bears S 20°10'07" E a distance of 219.48 feet;

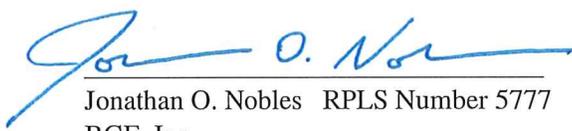
THENCE, with the east right-of-way line of said Ronald W Reagan Boulevard and the west line of the remainder of said Albrecht Tract, N 21°25'34" W a distance of 211.94 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,189,676.14, E: 3,089,362.44) set at the beginning of a non-tangent curve to the left, for the most northerly corner of the herein described tract, 727.24 feet left of FM 2243 baseline station 185+49.30, from which a 1/2-inch iron rod found at the northwest corner of the remainder of said Albrecht Tract and the southwest corner of the remainder of Lot 1 of WALDARRA ESTATES, a subdivision as recorded in Cabinet O, Slides 87 and 88 of the Plat Records of Williamson County, Texas, bears N 21°25'34" W a distance of 35.34 feet;

THENCE, departing the east right-of-way line of said Ronald W Reagan Boulevard, over and across said Albrecht Tract, along said curve to the left, an arc distance of 226.32 feet, having a radius of 1,011.00 feet, a central angle of 12°49'33" and a chord which bears S 43°15'47" E a distance of 225.84 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the south line of said Albrecht Tract and the north line of said Sairam Ventures Tract, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod found at the common most easterly corner of said Albrecht Tract and said Sairam Ventures Tract, bears N 67°00'26" E a distance of 597.41 feet;

THENCE, with the south line of said Albrecht Tract and the north line of said Sairam Ventures Tract, S 67°00'26" W a distance of 84.04 feet to the **POINT OF BEGINNING** and containing 0.182 acre (7,949 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

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEADER PLATINUM JUBILEE INVESTMENTS GROUP, LLC
 CALLED 4.372 ACRES
 (REMAINDER OF LOT 1)
 DOC. NO. 2015023123 O.P.R.W.C.

LOT 2
 WILLIAM S. ALBRECHT AND
 WIFE, PARADEE ALBRECHT
 DOC. NO. 1996969692 O.P.R.W.C.

REMAINDER
 OF LOT 1
 WALDARRA ESTATES
 87 & 88 P.R.W.C.
 CAB. O. SLIDES

WILLIAM S. ALBRECHT AND WIFE, PARADEE ALBRECHT
 REMAINDER OF A CALLED 4.10 ACRES
 DOC. NO. 9708055 O.R.W.C.

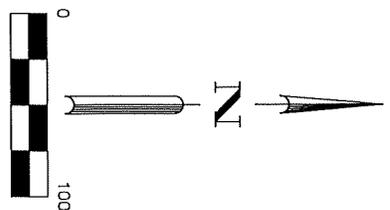
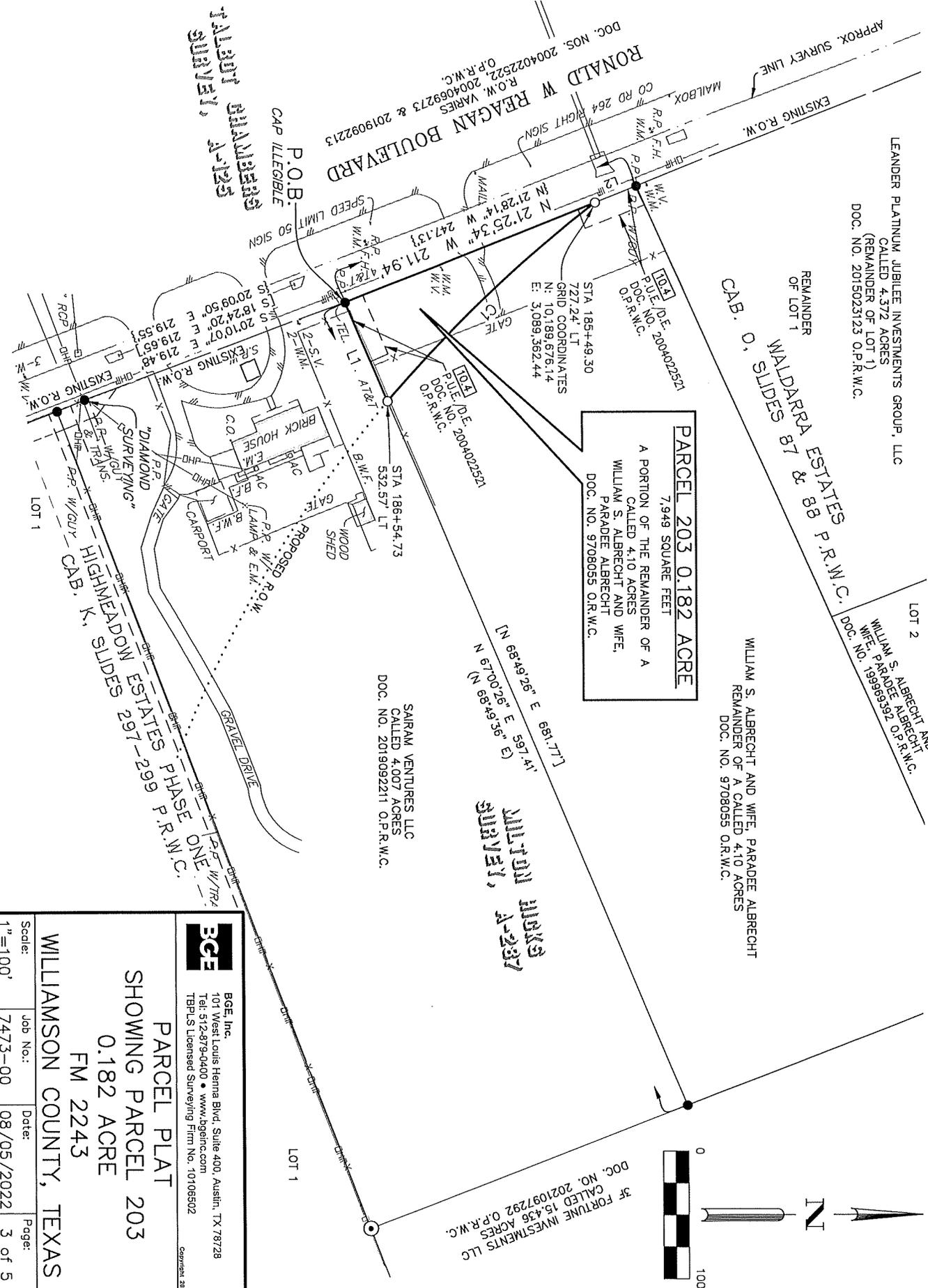
PARCEL 203 0.182 ACRE
 7.949 SQUARE FEET
 A PORTION OF THE REMAINDER OF A
 CALLED 4.10 ACRES
 WILLIAM S. ALBRECHT AND WIFE,
 PARADEE ALBRECHT
 DOC. NO. 9708055 O.R.W.C.

3F FORTUNE INVESTMENTS LLC
 CALLED 15.436 ACRES
 DOC. NO. 2021097292 O.P.R.W.C.

SARAW VENTURES LLC
 CALLED 4.007 ACRES
 DOC. NO. 2019092211 O.P.R.W.C.

ALBERT SHALBERS
SURVEY, A-125

WILTON
SURVEY, A-287



BGE
 BGE Inc.
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPUS Licensed Surveying Firm No. 101065502

PARCEL PLAT
 SHOWING PARCEL 203
 0.182 ACRE
 FM 2243
 WILLIAMSON COUNTY, TEXAS

Scale: 1" = 100'
 Job No.: 7473-00
 Date: 08/05/2022
 Page: 3 of 5

LEGEND

- AC AIR CONDITIONER
- B.F. BOARD FENCE
- B.W.F. BARBED WIRE FENCE
- C.O. CLEAN OUT
- CMP CORRUGATED METAL PIPE
- D.E. DRAINAGE EASEMENT
- DOC. DOCUMENT
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
- ELEC. ELECTRIC
- E.M. ELECTRIC METER
- ESMT. EASEMENT
- F.H. FIRE HYDRANT
- F.O.M. FIBER OPTIC MARKER
- 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
- PED. PEDESTAL
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.P. POWER POLE
- P.R.W.C. PLAT RECORDS OF WILLIAMSON COUNTY
- P.U.E. PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT-OF-WAY
- RCP REINFORCED CONCRETE PIPE
- R.P. REFLECTOR POST
- SAN. SANITARY
- S.R.W. STONE RETAINING WALL
- TEL. TELEPHONE
- TRANS. TRANSFORMER
- U.C.M. UNDERGROUND CABLE MARKER
- VOL. VOLUME
- W.M. WATER METER
- W.V. WATER VALVE
- W.W. WATER WELL
- () RECORD INFO FOR DOC. NO. 9708055 O.P.R.W.C.
- [] RECORD INFO FOR DOC. NO 2019092211 O.P.R.W.C.
- { } RECORD INFO FOR DOC. NOS. 2004022522 & 2019092213 O.P.R.W.C.
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- FOUND 1" IRON PIPE
- △ SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
- CALCULATED POINT
- x WIRE FENCE
- METAL FENCE
- OVERHEAD TELEPHONE
- OVERHEAD POWER
- EDGE OF ASPHALT
- SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 67°00'26" W	84.04'
L2	N 21°25'34" W	35.34'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	226.32'	1,011.00'	12°49'33"	S 43°15'47" E	225.84'

BGE
 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
 September 2022

PARCEL PLAT
 SHOWING PARCEL 203
 0.182 ACRE
 FM 2243
 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/05/2022	4 of 5

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-164925, 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 606, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.4 A PUBLIC UTILITY/DRAINAGE EASEMENT GRANTED TO WILLIAMSON COUNTY, TEXAS, AS DESCRIBED IN DOCUMENT NO. 2004022521, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.6 ALL TERMS AND CONDITIONS CONCERNING THE EXISTENCE OF AN ON-SITE SEWAGE FACILITY (OSSF) AS DESCRIBED IN THAT AFFIDAVIT OF RECORD IN DOCUMENT NO. 9835626, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.7 TERMS, CONDITIONS, AND STIPULATIONS IN THAT CERTAIN ORDINANCE NO. 16-042-00 (ANNEXATION) RECORDED 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.



JONATHAN O. NOBLES RPLS NO. 5777
 BGE, INC.
 101 WEST LOUIS HENNA BLVD., SUITE 400
 AUSTIN, TEXAS 78728
 TELEPHONE: (512) 879-0400

08/05/2022

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 203
 0.182 ACRE
 FM 2243
 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/04/2022	5 of 5

Exhibit "B"

Parcel 203

DEED
Hero Way Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **WILLIAM S. ALBRECHT and PARADEE ALBRECHT**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.182-acre tract of land out of the Milton Hicks Survey, Abstract No. 287, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 203**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas and/or the State of Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance Grantee's roadway improvements and related facilities.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by and through Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2023.

[signature pages follow]

GRANTOR:

William S. Albrecht

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2023 by William S. Albrecht, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session

41.

Meeting Date: 08/01/2023

Corridor F/I2 Exchange Deed

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Exchange Deed with Liberty Hill Independent School District for excess property previously acquired as part of the future Corridor F and Corridor I2 long range transportation plan projects. Funding Source: Bonds P461

Background

Fiscal Impact

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

Attachments

Deed

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Date

07/27/2023 11:25 AM

Started On: 07/26/2023 02:33 PM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EXCHANGE DEED

Corridor F/I2 Right of Way

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

WHEREAS, WILLIAMSON COUNTY, TEXAS, whose address is 710 Main Street, Suite 101, Georgetown, Texas 78626 (herein referred to as "County"), is the owner of the real property in Williamson County, Texas, more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference (collectively referred to as "Tracts 1 and 2") and;

WHEREAS, LIBERTY HILL INDEPENDENT SCHOOL DISTRICT, a public independent school district and political subdivision of the State of Texas, whose address is 301 Forrest Street, Liberty Hill, Texas 78642 (herein referred to as "LHISD"), is the owner of the real property in Williamson County, Texas, more particularly described on **Exhibit "B"**, attached hereto and incorporated herein by reference (collectively referred to as "Tract 3") and;

WHEREAS, for mutually beneficial purposes, County and LHISD desire to exchange property, so that LHISD will hereafter own Tracts 1 and 2 and County will hereafter own Tract 3;

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS THAT for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to accomplish the exchange of Tracts 1 and Tract 2 for Tract 3:

(a) County has EXCHANGED, GRANTED, and CONVEYED and, by these presents, does hereby EXCHANGE, GRANT, and CONVEY Tracts 1 and 2 unto LHISD, TO HAVE AND TO HOLD Tracts 1 and 2, together with all improvements, rights, and appurtenances thereto unto LHISD and its successors and assigns, forever; and County does hereby bind itself and its successors and assigns to warrant and forever defend Tract 1 unto LHISD, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under County, but not otherwise; except, however, that this conveyance is made subject to all easements, restrictions, reservations, and other title exceptions that are filed of record or visible or apparent on the ground, to the extent the same are valid and subsisting and affect Tracts 1 and 2, and the liens securing payment of ad valorem taxes for the current and all subsequent years; and

(b) LHISD has EXCHANGED, GRANTED, and CONVEYED and, by these presents, does hereby EXCHANGE, GRANT, and CONVEY Tract 3 unto County, TO HAVE AND TO HOLD Tract 3, together with all improvements, rights, and appurtenances thereto unto County and its successors and assigns, forever; and LHISD

does hereby bind itself and its successors, and assigns to warrant and forever defend Tract 3 unto County, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under LHISD, but not otherwise; except, however, that this conveyance is made subject to all easements, restrictions, reservations, and other title exceptions that are filed of record or visible or apparent on the ground, to the extent the same are valid and subsisting and affect Tract 3, and the liens securing payment of ad valorem taxes for the current and all subsequent years.

Any liens or claims that would arise in favor of any party by operation of law, or otherwise, due to Tracts 1 and 2 and Tract 3 not being equal in size or value are expressly waived and released. This Exchange Deed may be executed simultaneously in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

* * *

EXECUTED AND DELIVERED by the undersigned effective as of July 17, 2023.

(Signatures on following pages)

COUNTERPART SIGNATURE PAGE TO EXCHANGE DEED

County:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2023, by County Judge Bill Gravell, Jr., in the capacity and for the purposes and consideration recited herein.

(seal)

Notary Public Signature

COUNTERPART SIGNATURE PAGE TO EXCHANGE DEED

LHISD:

LIBERTY HILL INDEPENDENT
SCHOOL DISTRICT, a public
independent school district and political
subdivision of the State of Texas

By: 

Name: Steven Snell

Title: Superintendent
of Schools

THE STATE OF TEXAS §
 §
COUNTY OF Williamson §

This instrument was acknowledged before me on the 17 day of July, 2023, by Steven Snell in the capacity and for the purposes and consideration recited herein.


Notary Public Signature

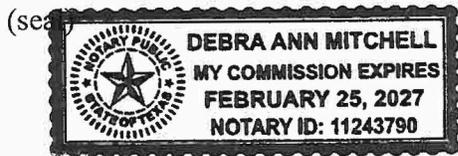


EXHIBIT "A"

County: Williamson
Tax ID: R022441

Page 1 of 8
May 30, 2023

PROPERTY DESCRIPTION FOR TWO TRACTS OF LAND TOTALING 0.953 ACRES

Part 1- 0.519 ac. (22,604 sq. ft.)

DESCRIPTION OF A 0.519 ACRE (22,604 SQ. FT.) TRACT OF LAND LOCATED IN THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 155.394 ACRE TRACT OF LAND, DESCRIBED AS PART 2 IN A DEED TO WILLIAMSON COUNTY, TEXAS, RECORDED APRIL 19, 2022 IN DOCUMENT NO. 2022048941, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.519 ACRE (22,604 SQ. FT.) TRACT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found on the west line of a called 172.838 acre tract of land, described in a deed to Liberty Hill Independent School District, recorded in Document No. 2022048783, O.P.R.W.C.TX., same being the east line of a called 174.04 acre tract of land, described in a deed to Bill D. Warren and Patricia D. Warren, recorded in Volume 1010, Page 502, Official Records of Williamson County, Texas (O.R.W.C.TX.);

THENCE with the common line of said 172.838 acre tract and said 174.04 acre tract, the following two (2) courses and distances:

N 25°52'30" E , a distance of 694.36 feet to a calculated point, and

N 27°23'29" E, a distance of 1,125.78 feet to a 5/8-inch iron rod with A plastic cap stamped "SAM" found (Surface Coordinates: N=10,232,448.78, E=3,066,029.64), for the southwest corner of said 155.394 acre tract and the northwest corner of said 172.838 acre tract, same being the southwest corner and the **POINT OF BEGINNING** of the tract described herein;

1) **THENCE**, N 27°23'29" E, continuing with the common line of said 155.394 acre tract and said 174.04 acre tract, a distance of 60.61 feet to a calculated point, on the proposed south right-of-way of line of Corridor I, for the northwest corner of the tract described herein, said point being the beginning of a curve to the left;

2) **THENCE**, departing the common line of said 155.394 acre tract and said 174.04 acre tract, with the proposed south right-of-way of line of Corridor I, over and across said 155.394 acre tract, an arc distance of 800.42 feet, through a delta of 11°06'53", having a radius of 4,126.10 feet and a chord that bears S 56°51'51" E, a distance of 799.16 feet to a 5/8-inch iron rod with a plastic cap stamped "SAM" found on the common property line of said 155.394 acre tract and said 172.838 acre tract, for the southeast corner of the tract described herein, said point being the beginning of a curve to the right;

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson
Tax ID: R022441

Page 2 of 8
May 30, 2023

3) **THENCE**, departing the proposed south right-of-way line of said Corridor I, with the common property line of said 155.394 acre tract and said 172.838 acre tract and said curve to the right, an arc distance of 796.32 feet, through a delta of 09°36'11", having a radius of 4,751.14 feet and a chord that bears N 61°12'45" W, a distance of 795.38 feet to the **POINT OF BEGINNING**, and containing 0.519 acres (22,604 sq. ft.) of land.

Part 2- 0.434 ac. (18,892 sq. ft.)

DESCRIPTION OF A 0.434 ACRE (18,892 SQ. FT.) TRACT OF LAND LOCATED IN THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 155.394 ACRE TRACT OF LAND, DESCRIBED AS PART 1 IN A DEED TO WILLIAMSON COUNTY, TEXAS, RECORDED APRIL 19, 2022 IN DOCUMENT NO. 2022048941, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.434 ACRE (18,892 SQ. FT.) TRACT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found on the west line of a called 172.838 acre tract, described in a deed to Liberty Hill Independent School District, recorded in Document No. 2022048783, O.P.R.W.C.TX., same being the east line of a called 174.04 acre tract of land, described in a deed to Bill D. Warren and Patricia D. Warren, recorded in Volume 1010, Page 502, Official Records of Williamson County, Texas (O.R.W.C.TX.);

THENCE, with the common line of said 172.838 acre tract and said 174.04 acre tract, the following two (2) courses and distances:

N 25°52'30" E , a distance of 694.36 feet to a calculated point,

N 27°23'29" E, a distance of 1,125.78 feet to a 5/8-inch iron rod with a plastic cap stamped "SAM" found, for the southwest corner of said 155.394 acre tract and the northwest corner of said 172.838 acre tract, said point being the beginning of a curve to the left;

THENCE, departing the common line of said 172.838 acre tract and said 174.04 acre tract, with the common property line of said 155.394 acre tract and said 172.838 acre tract and said curve to the left, an arc distance of 796.32 feet, through a delta 09°36'11", having a radius of 4,751.14 feet, and a chord that bears S 61°12'45" E, a distance of 795.38 feet to a 5/8-inch iron rod with a plastic cap stamped "SAM" found (Surface Coordinates: N=10,232,065.75, E=3,066,726.72) on the proposed south right-of-way line of said Corridor I, for the west corner and the **POINT OF BEGINNING** of the tract described herein, said point being the beginning of a curve to the left;

THENCE, departing the common property line of said 155.394 acre tract and said 172.838 acre tract, with the proposed south right-of-way line of said Corridor I, over and across said 155.394 acre tract, the following three (3) courses and distances numbered 1-3:

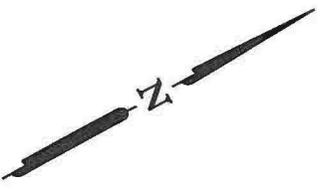
- 1) With said curve to the left, an arc distance of 1,212.00 feet, through a delta of 16°49'48", having a radius of 4,126.10 feet, and a chord that bears S 70°50'12" E, a distance of 1,207.65 feet to a calculated point,
- 2) S 66°40'08" E, a distance of 22.91 feet to a calculated point, said point being the beginning of a curve to the right, and

EXHIBIT "A"

BILL D. WARREN AND PATRICIA D. WARREN CALLED 174.04 AC. VOL. 1010, PG. 502 O.P.R.W.C. TX.

PART 1
(0.519 AC.)

WILLIAMSON COUNTY, TEXAS
PART 1
CALLED 155.394 AC.
RECORDED APRIL 19, 2022
DOC. NO. 2022048941
O.P.R.W.C. TX.



5/8" W/PCAP
"SAM"

PROPOSED ROW

C1
C2

P.O.B.
N=10,232,448.78
E=3,066,029.64
5/8" W/PCAP
"SAM"

N27° 23' 29" E 1,125.78'
(N29° 21' E 1,948.42')
N25° 52' 30" E 694.36'
(N27° 50' 00" E 694.76')

P.O.C.

LINE NO.	BEARING	DISTANCE
L1	N27° 23' 29" E	60.61'
(L1)	(N29° 21' E)	(1,948.42')

LINE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	11° 06' 53" LT	4,126.10'	800.42'	799.16'	S56° 51' 51" E
C2	09° 36' 11" RT	4,751.14'	796.32'	795.38'	N61° 12' 45" W

CURVE TABLE

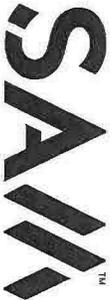
JOHN McDEVITT SURVEY
ABSTRACT No. 415

LIBERTY HILL INDEPENDENT SCHOOL DISTRICT
CALLED 172.838 AC.
DOC. NO. 2022048783
O.P.R.W.C. TX.



GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

FILES FILES



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

BOUNDARY SURVEY
SHOWING PROPERTY OF
WILLIAMSON COUNTY, TEXAS
TRACT R022441
PART 1
0.519 AC. (22,604 SQ. FT.)

EXHIBIT "A"

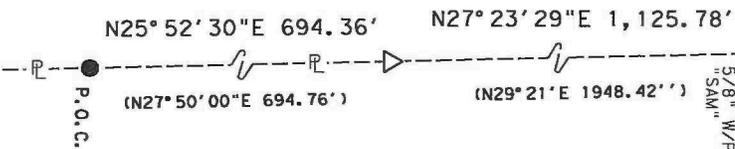
BILL D. WARREN AND
PATRICIA D. WARREN
CALLED 1/4, 04 AC.
VOL. 1010, PG. 502
O.P.R.W.C. TX.

WILLIAMSON COUNTY, TEXAS
PART 1
CALLED 155.394
RECORDED APRIL 19, 2022
DOC. NO. 2022048941
O.P.R.W.C. TX.



PART 2
(0.434 AC.)

P.O.B.
N=10,232.065.75
E=3,066.726.72
5/8" W/PCAP
"SAM"



5/8" W/PCAP
"SAM"

PROPOSED ROW

C1

C2

C4

LIBERTY HILL INDEPENDENT SCHOOL DISTRICT

CALLED 172.838 AC.
DOC. NO. 2022048783
O.P.R.W.C. TX.

JOHN McDEVITT SURVEY
ABSTRACT NO. 415

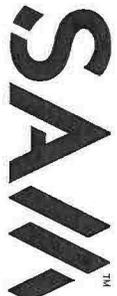
CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	09° 36' 11" LT	4,751.14'	796.32'	795.38'	S61° 12' 45" E
C2	16° 49' 48" LT	4,126.10'	1,212.00'	1,207.65'	S70° 50' 12" E
C4	10° 29' 26" RT	4,770.22'	873.39'	872.17'	N67° 27' 53" W



GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

FILES FILES



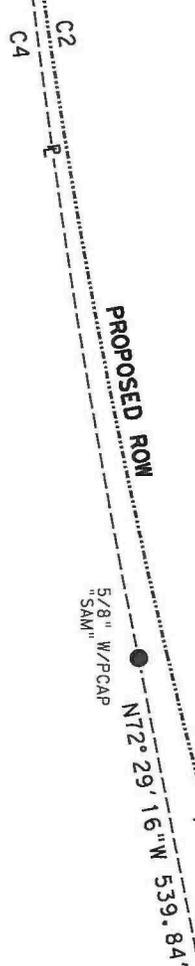
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10004300

BOUNDARY SURVEY
SHOWING PROPERTY OF
WILLIAMSON COUNTY, TEXAS
TRACT R022441
PART 2
O.434 AC. (18,892 SQ. FT.)

PAGE 5 OF 8
REF. FIELD NOTE NO. 49549

WILLIAMSON COUNTY, TEXAS
 PART 1
 CALLED 155.394
 RECORDED APRIL 19, 2022
 DOC. NO. 2022048941
 O.P.R. W.C. TX.

PART 2
 (0.434 AC.)



LIBERTY HILL INDEPENDENT SCHOOL DISTRICT
 CALLED 172.838 AC.
 RECORDED APRIL 19, 2022
 DOC. NO. 2022048783
 O.P.R. W.C. TX.

JOHN McDEVITT SURVEY
 ABSTRACT NO. 415

MATCH SHEET 5 OF 8

MATCH SHEET 7 OF 8

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	16° 49' 48" LT	4,126.10'	1,212.00'	1,207.65'	S70° 50' 12" E
C4	10° 29' 26" RT	4,770.22'	873.39'	872.17'	N67° 27' 53" W



GRAPHIC SCALE
 SCALE: 1" = 100'
 WILLIAMSON COUNTY, TEXAS

FILES FILES



4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 326-3029
 Texas Firm Registration No. 10064500

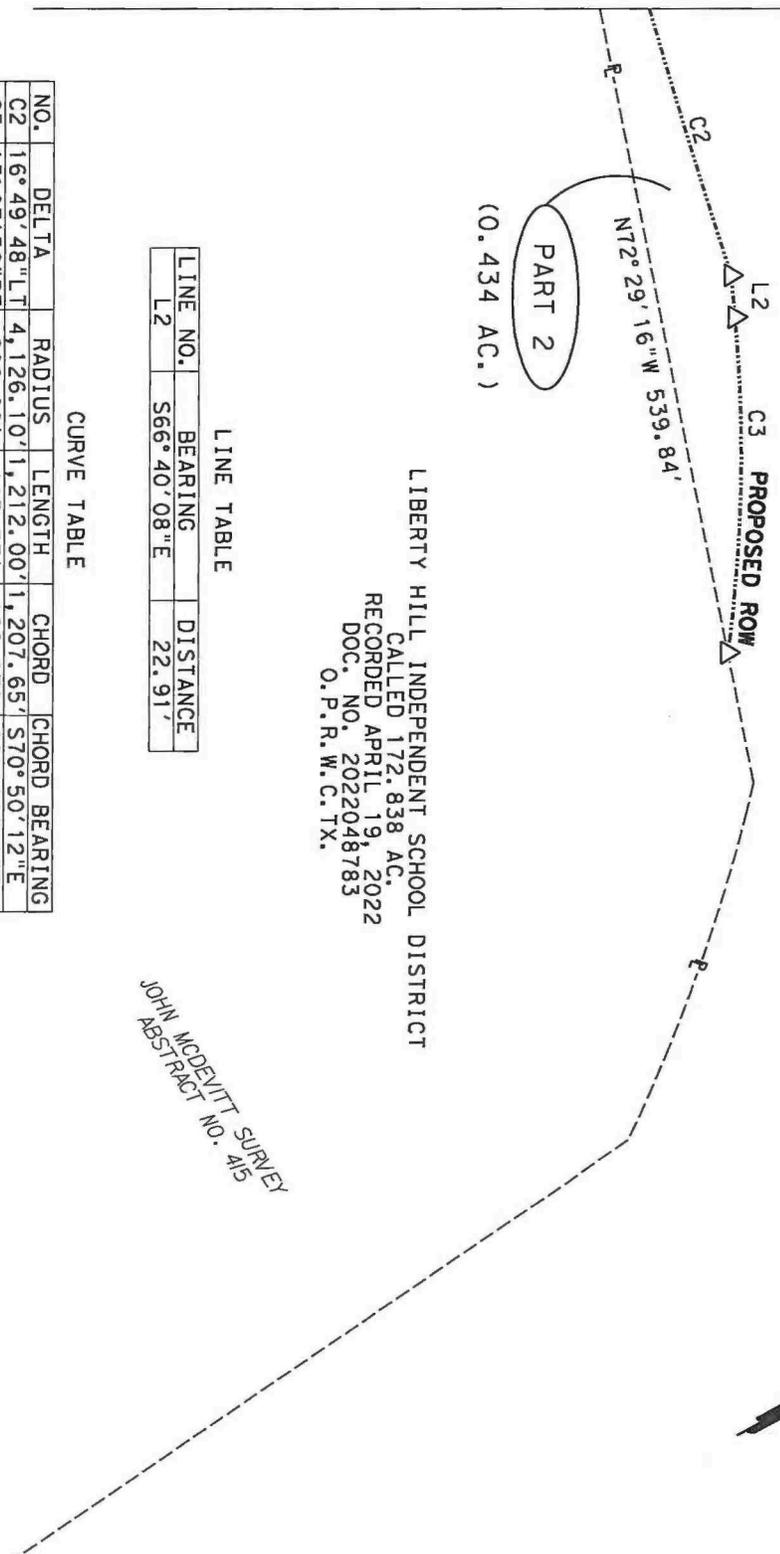
BOUNDARY SURVEY
 SHOWING PROPERTY OF
 WILLIAMSON COUNTY, TEXAS
 TRACT R022441
 PART 2
 0.434 AC. (18,892 SQ. FT.)

PAGE 6 OF 8
 REF. FIELD NOTE NO. 49549

EXHIBIT "A"

WILLIAMSON COUNTY, TEXAS
 PART 1
 CALLED 155,394
 RECORDED APRIL 19, 2022
 DOC. NO. 2022048941
 O.P.R. W.C. TX.

MATCH SHEET 6 OF 8



LIBERTY HILL INDEPENDENT SCHOOL DISTRICT
 CALLED 172,838 AC.
 RECORDED APRIL 19, 2022
 DOC. NO. 2022048783
 O.P.R. W.C. TX.

JOHN McDEVITT SURVEY
 ABSTRACT NO. 415

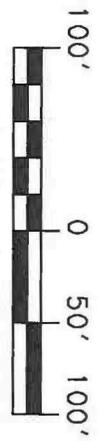
LINE TABLE

LINE NO.	BEARING	DISTANCE
L2	S66°40'08"E	22.91'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	16°49'48"LT	4,126.10'	1,212.00'	1,207.65'	S70°50'12"E
C3	13°07'58"RT	800.00'	183.37'	182.97'	S60°06'09"E

PAGE 7 OF 8
 REF. FIELD NOTE NO. 49549



GRAPHIC SCALE
 SCALE: 1" = 100'
 WILLIAMSON COUNTY, TEXAS

FILES\$FILES



4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 326-3029
 Texas Firm Registration No. 10064300

BOUNDARY SURVEY
 SHOWING PROPERTY OF
 WILLIAMSON COUNTY, TEXAS
 TRACT R022441
 PART 2
 0.434 AC. (18,892 SQ. FT.)

LEGEND

EXHIBIT "A"

- ▣ TxDOT TYPE II BRONZE DISK IN CONCRETE SET
- 5/8" IRON ROD SET (AS NOTED)
- 1/2" IRON ROD FOUND (AS NOTED)
- △ CALCULATED POINT
- ⊕ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R.W.C.TX. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- R.P.R.W.C.TX. REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- ==== DEED LINE (COMMON OWNERSHIP)
- PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- ===== PARCEL LIMITS

NOTES:

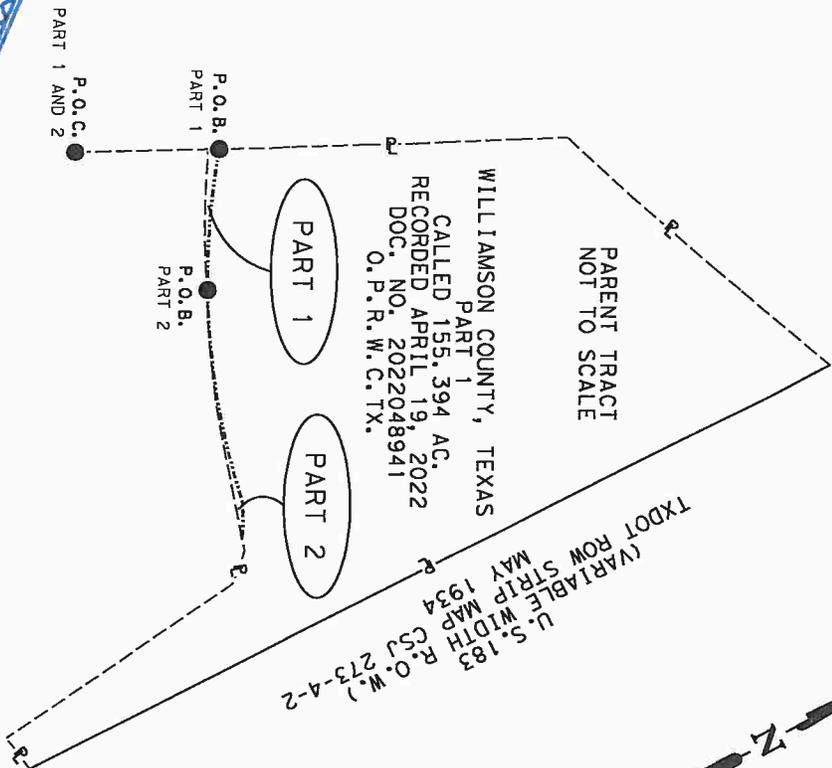
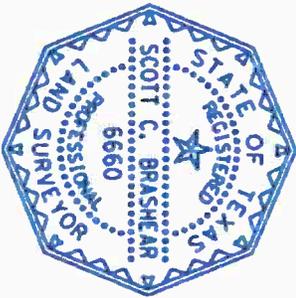
1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
 2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
 3. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

Scott C. Brashear
5/30/23



PAGE 8 OF 8
REF. FIELD NOTE NO. 49549

FILES:FILES



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 0064300

BOUNDARY SURVEY
SHOWING PROPERTY OF
WILLIAMSON COUNTY, TEXAS
TRACT R022441
PART 1 AND 2
0.953 AC. (41, 496 SQ. FT.)

EXHIBIT "B"

County: Williamson
Tax ID: R635865

Page 1 of 5
May 30, 2023

PROPERTY DESCRIPTION FOR A 0.942 ACRE TRACT OF LAND

DESCRIPTION OF A 0.942 ACRE (41,043 SQ. FT.) TRACT OF LAND LOCATED IN THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 172.838 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO LIBERTY HILL INDEPENDENT SCHOOL DISTRICT, RECORDED APRIL 19, 2022 IN DOCUMENT NO. 2022048783, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.942 ACRE (41,043 SQ. FT.) TRACT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod with a plastic cap stamped "SAM" found on the west line of a called 155.394 acre tract of land described as Part 1 in a deed to Williamson County, Texas, recorded in Document No. 2022048941, O.P.R.W.C.TX., for the northeast corner of a called 10.103 acre tract of land, described in a deed to Lucy Kemper, recorded in Document No. 2006047810, O.P.R.W.C.TX, same being an exterior ell corner of said 172.838 acre tract;

THENCE, N 05°39'18" W, with the common property line of said 155.394 acre tract and said 172.838 acre tract, a distance of 157.92 feet to a calculated point (Surface Coordinates: N=10,230,025.09, E=3,068,390.44) on the proposed west right-of-way line of Corridor I, for the south corner and the **POINT OF BEGINNING** of the tract described herein;

THENCE, departing the common property line of said 155.394 acre tract and said 172.838 acre tract, with the proposed west right-of-way line of said Corridor I, over and across said 172.838 acre tract, the following three (3) courses and distances numbered 1-3:

- 1) N 07°50'31" W, a distance of 979.63 feet to a calculated point, said point being the beginning of a curve to the right,
- 2) With said curve to the right, an arc distance of 414.26 feet, through a delta of 02°51'31", having a radius of 8,303.00 feet, and a chord that bears N 06°24'45" W, a distance of 414.22 feet to a calculated point, said point being the beginning of a curve to the left, and
- 3) With said curve to the left, an arc distance of 230.80 feet, through a delta of 16°31'47", having a radius of 800.00 feet, and a chord that bears N 45°16'17" W, a distance of 230.00 feet to a calculated point on the common property line of said 155.394 acre tract and said 172.838 acre tract, for the northwest corner of the tract described herein;

THENCE, departing the proposed west right-of-way line of said Corridor I, with the common property line of said 155.394 acre tract and said 172.838 acre tract, the following three (3) courses and distances numbered 4-6:

- 4) S 72°29'16" E, a distance of 72.22 feet to a 5/8-inch iron rod with a plastic cap stamped "SAM" found, said point being the beginning of a curve to the right,
- 5) With said curve to the right, an arc distance of 207.18 feet, through a delta of 12°21'44", having a radius of 960.23 feet, and a chord that bears S 42°11'57" E, a distance of 206.78 feet to a 5/8-inch iron rod with a plastic cap stamped "SAM" found, for the northeast corner of the tract described herein, and

EXHIBIT "B"

County: Williamson
Tax ID: R635865

Page 2 of 5
May 30, 2023

- 6) S 05°39'18" E, a distance of 1,375.74 feet to the **POINT OF BEGINNING**, and containing 0.942 acres (41,043 sq. ft.) of land.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

THE STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



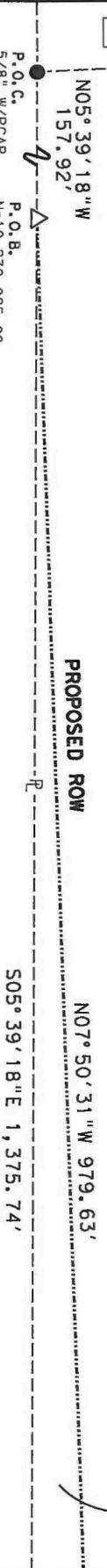
Scott C. Brashear 5/30/23

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas



LIBERTY HILL INDEPENDENT SCHOOL DISTRICT
CALLED 172.838 AC.
RECORDED APRIL 19, 2022
DOC. NO. 2022048783
O.P.R.W.C. TX.

PART 3
(0.942 AC.)



PROPOSED ROW

P.O.C.
5/8" W/PCAP
"SAM"

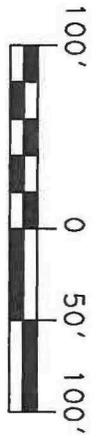
P.O.B.
N=10,230,025.09
E=3,068,390.44

JOHN MCDEVITT SURVEY
ABSTRACT NO. 415

WILLIAMSON COUNTY, TEXAS
PART 1
CALLED 155.394 AC.
RECORDED APRIL 19, 2022
DOC. NO. 2022048941
O.P.R.W.C. TX.

MATCH SHEET 4 OF 5

STATE OF TEXAS
VOL. 6, PG. 351
D.R.W.C. TX.
U.S. 183
TXDOT VARIABLE WIDTH
ROW STRIP MAP CSJ 273-4-2
MAY 1934



GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

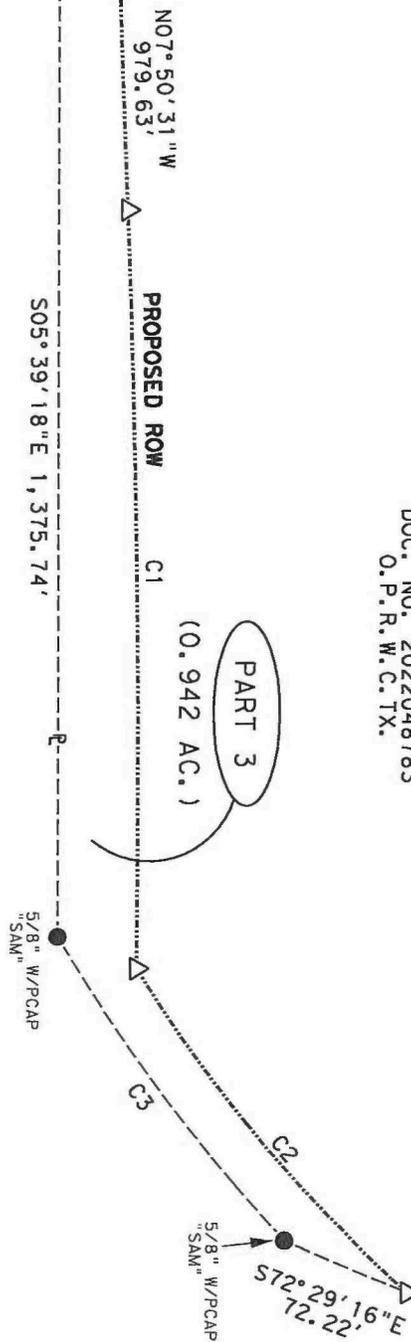
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

BOUNDARY SURVEY
SHOWING PROPERTY OF
LIBERTY HILL INDEPENDENT
SCHOOL DISTRICT
TRACT R635865
PART 3
0.942 AC. (41.043 SQ. FT.)

LIBERTY HILL INDEPENDENT SCHOOL DISTRICT
 CALLED 172.838 AC.
 RECORDED APRIL 19, 2022
 DOC. NO. 2022048783
 O.P.R.W.C.TX.



WILLIAMSON COUNTY, TEXAS
 PART 1
 CALLED 155.394 AC.
 RECORDED APRIL 19, 2022
 DOC. NO. 2022048941
 O.P.R.W.C.TX.

JOHN McDEVITT SURVEY
 ABSTRACT NO. 415

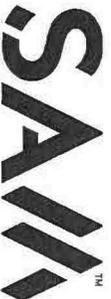
CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02° 51' 31" RT	8,303.00'	414.26'	414.22'	N06° 24' 45" W
C2	16° 31' 47" LT	800.00'	230.80'	230.00'	N45° 16' 17" W
C3	12° 21' 44" RT	960.23'	207.18'	206.78'	S42° 11' 57" E



GRAPHIC SCALE
 SCALE: 1" = 100'
 WILLIAMSON COUNTY, TEXAS

FILES FILES



4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 326-3029
 Texas Firm Registration No. 10064300

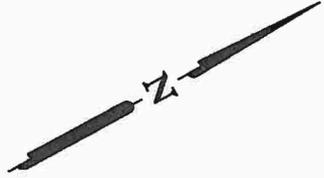
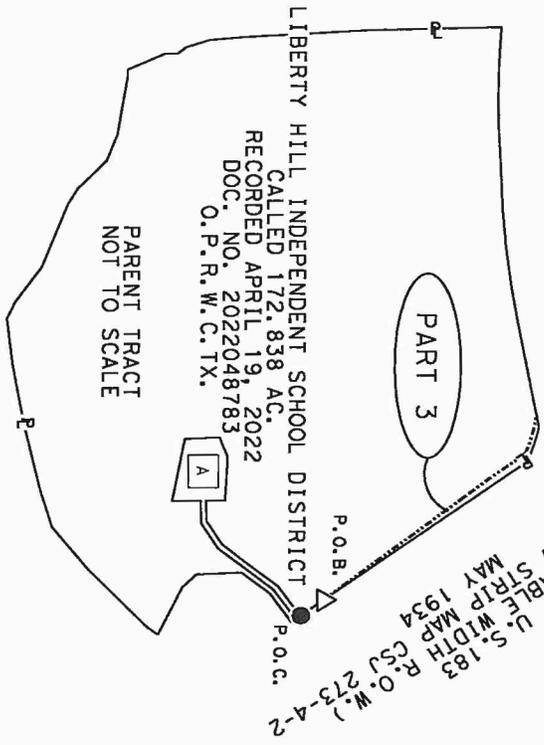
BOUNDARY SURVEY
 SHOWING PROPERTY OF
 LIBERTY HILL INDEPENDENT
 SCHOOL DISTRICT
 TRACT R635865
 PART 3
 0.942 AC. (41.043 SQ. FT.)

LEGEND

EXHIBIT "B"

- TXDOT TYPE II BRONZE DISK IN CONCRETE SET
- 5/8" IRON ROD SET (AS NOTED)
- 1/2" IRON ROD FOUND (AS NOTED)
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- POINT OF BEGINNING
- POINT OF COMMENCING
- POINT OF REFERENCE
- NOT TO SCALE
- OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS
- DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)
- PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- PARCEL LIMITS

LUCY KEMPER
CALLED 10.103 AC.
DOC. NO. 2006047810
O.P.R.W.C. TX.



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011 TEXAS COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashers

5/30/23

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

PAGE 5 OF 5
REF. FIELD NOTE NO. 49569



FILES FILES



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

BOUNDARY SURVEY
SHOWING PROPERTY OF
LIBERTY HILL INDEPENDENT
SCHOOL DISTRICT
TRACT R635865
PART 3
0.942 AC. (41.043 SQ. FT.)

Commissioners Court - Regular Session

42.

Meeting Date: 08/01/2023

Corridor F/I2 Drainage Easement

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on declaring a drainage easement on property owned by Williamson County and purchased for the future Corridor F and Corridor I2 long range transportation projects. Funding Source: Bonds P461

Background

Fiscal Impact

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

Attachments

easement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Date

07/27/2023 10:17 AM

Started On: 07/26/2023 02:47 PM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DECLARATION OF DRAINAGE EASEMENT

Corridor I2 Right of Way

THE STATE OF TEXAS

§

§ **KNOW ALL BY THESE PRESENTS:**

COUNTY OF WILLIAMSON

§

That **WILLIAMSON COUNTY, TEXAS** (hereinafter called the "Declarant") has executed this Declaration of Drainage Easement ("Easement") for the purpose of establishing the following easement in and across certain portions of property owned by Declarant in Williamson County, Texas, to-wit:

All of that certain 0.574 ACRE (25,011 SQ. FT.) tract of land located in the JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, WILLIAMSON COUNTY, Texas; said tract being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes ("Easement Area").

The perpetual Easement, right-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of drainage facilities and storm water conveyance, to-wit: open drainage channel and storm sewers and collection facilities, drainage pipes and all other surface and subsurface drainage structures, lines, connecting lines, access facilities and related equipment, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, and any necessary accessories thereto (collectively the "Facilities"), together with the right and privilege at all times of the Declarant herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Declarant deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Declarant to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Easement Area, but only such as necessary to carry out the purposes of the Easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Declarant.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Declarant, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging.

This grant is subject to any 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. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however any successive owner of the Easement Area covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Declarant, which consent shall not be unreasonably withheld.

[signature page follows]

DECLARANT:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me this _____, 2023, by Bill Gravell, Jr., known by me to be the person whose name is subscribed above, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "A"

County: Williamson
Tax ID: R022441

Page 1 of 5
May 30, 2023

PROPERTY DESCRIPTION FOR A 0.574 ACRE DRAINAGE EASEMENT

DESCRIPTION OF AN 0.574 ACRE (25,011 SQ. FT.) DRAINAGE EASEMENT LOCATED IN THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 155.251 ACRE TRACT OF LAND, DESCRIBED AS "PART 1" IN A DEED TO WILLIAMSON COUNTY, TEXAS, RECORDED APRIL, 19 2022 IN DOCUMENT NO. 2022048941, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.574 ACRE (25,011 SQ. FT.) DRAINAGE EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found on the west line of said 155.251 acre tract, same being the east line of a called 174.04 acre tract of land, described in a deed to Bill D. Warren and Patricia D. Warren, recorded in Volume 1010, Page 502, Official Records of Williamson County, Texas (O.R.W.C.TX);

THENCE, S 25°48'45" W, with the common line of said 174.04 acre tract and said 155.251 acre tract, a distance of 29.95 feet to a calculated point, for the northwest corner of the easement described herein and the **POINT OF BEGINNING** (Surface Coordinates: N=10,232,839.06, E=3,066,229.88), said point being the beginning of a curve to the left;

THENCE departing the common line of said 174.04 acre tract and said 155.251 acre tract, over and across said 155.251 acre tract, the following five (5) courses and distances numbered 1 - 5:

- 1) With said curve to the left, an arc distance of 989.53 feet, through a delta of 14°30'04", having a radius of 3,910.00 feet and a chord that bears S 60°48'22" E, a distance of 986.89 feet to a calculated point, said point being the beginning of a curve to the left,
- 2) With said curve to the left, an arc distance of 295.88 feet, through a delta of 04°20'48", having a radius of 3,900.10 feet and a chord that bears S 72°32'52" E, a distance of 295.81 feet to a calculated point, for the northeast corner of the easement described herein, said point being the beginning of a curve to the right,
- 3) With said curve to the right, an arc distance of 78.96 feet, through a delta of 04°28'14", having a radius of 1,012.00 feet and a chord that bears N 88°50'14" W, a distance of 78.94 feet to a calculated point for the southeast corner of the easement described herein, said point being the beginning of a curve to the right,
- 4) With said curve to the right, an arc distance of 221.23 feet, through a delta of 03°13'55", having a radius of 3,921.80 feet and a chord that bears N 71°59'07" W, a distance of 221.20 feet to a calculated point, said point being the beginning of a curve to the right, and
- 5) With said curve to the right, an arc distance of 991.25 feet, through a delta of 14°27'06", having a radius of 3,930.00 feet and a chord that bears N 60°50'11" W, a distance of 988.63 feet to a calculated point on the common line of said 174.04 acre tract and said 155.251 acre tract, for the southwest corner of the easement described herein, from which a 5/8-inch iron rod with a plastic cap found for the southwest corner of said 155.251 care tract bears S 25°48'45" W, a distance of 43.43 feet to a 1/2-inch iron rod found, and S 27°23'29" W, a distance of 374.89 feet;

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

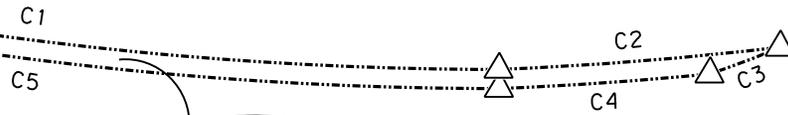
WILLIAMSON COUNTY, TEXAS
 PART 1
 CALLED 155.251 AC.
 RECORDED APRIL 19, 2022
 DOC. NO. 2022048941
 O. P. R. W. C. TX.

JOHN MCDEVITT SURVEY
 ABSTRACT NO. 415

P. O. B.
 N=10,232,839.06
 E=3,066,229.88

P. O. C.

SEE
 DETAIL "A"



R022441_DE
 (0.574 AC.)

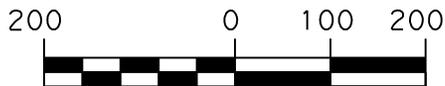
P. O. R.
 5/8"
 W/PCAP

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S25° 48' 45"W	29.95'
(L1)	(N25° 48' 45"E)	(93.73')
L2	N25° 48' 45"E	20.35'
L3	S25° 48' 45"W	43.43'
L4	S27° 23' 29"W	374.89'
(L4)	(N27° 23' 29"E)	(374.89')

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	14° 30' 04" (LT)	3,910.00'	989.53'	986.89'	S60° 48' 22"E
C2	04° 20' 48" (LT)	3,900.10'	295.88'	295.81'	S72° 32' 52"E
C3	04° 28' 14" (RT)	1,012.00'	78.96'	78.94'	N88° 50' 14"W
C4	03° 13' 55" (RT)	3,921.80'	221.23'	221.20'	N71° 59' 07"W
C5	14° 27' 06" (RT)	3,930.00'	991.25'	988.63'	N60° 50' 11"W



GRAPHIC SCALE
 SCALE: 1" = 200'
 WILLIAMSON COUNTY, TEXAS

FILE:\$FILE\$



4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 326-3029
 Texas Firm Registration No. 10064300

DRAINAGE EASEMENT SKETCH
 SHOWING PROPERTY OF
 WILLIAMSON COUNTY, TEXAS
 TRACT R022441
 0.574 AC. (25,011 SQ. FT.)

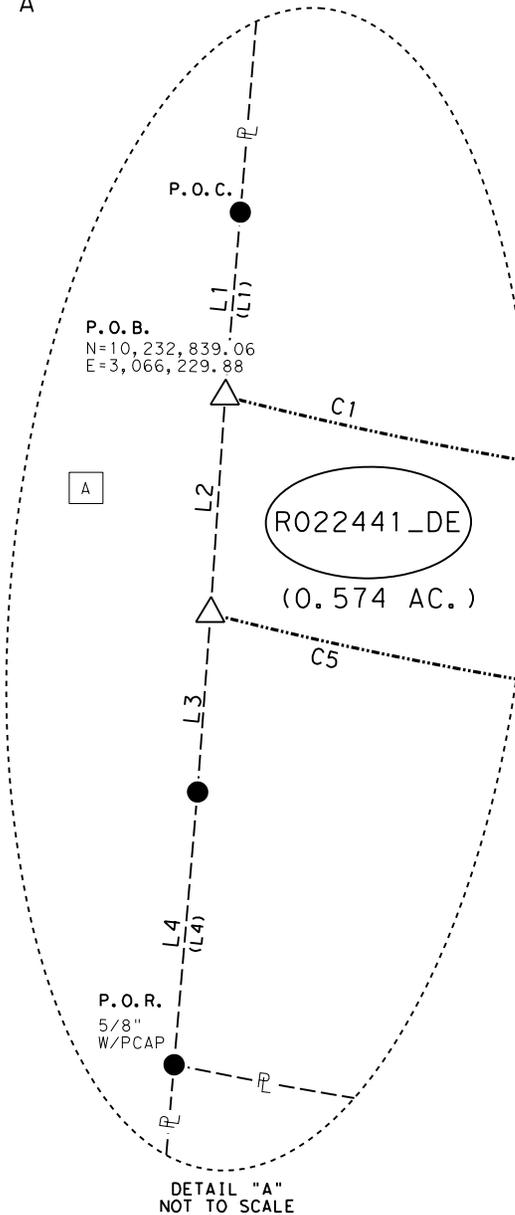
EXHIBIT "A"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	14° 30' 04" (LT)	3,910.00'	989.53'	986.89'	S60° 48' 22" E
C5	14° 27' 06" (RT)	3,930.00'	991.25'	988.63'	N60° 50' 11" W

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S25° 48' 45" W	29.95'
(L1)	(N25° 48' 45" E)	(93.73')
L2	N25° 48' 45" E	20.35'
L3	S25° 48' 45" W	43.43'
L4	S27° 23' 29" W	374.89'
(L4)	(N27° 23' 29" E)	(374.89')



DETAIL "A"
NOT TO SCALE

PAGE 4 OF 5
REF. FIELD NOTE NO. 49564

FILE:\$FILE\$



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
WILLIAMSON COUNTY, TEXAS
TRACT R022441
0.574 AC. (25,011 SQ. FT.)

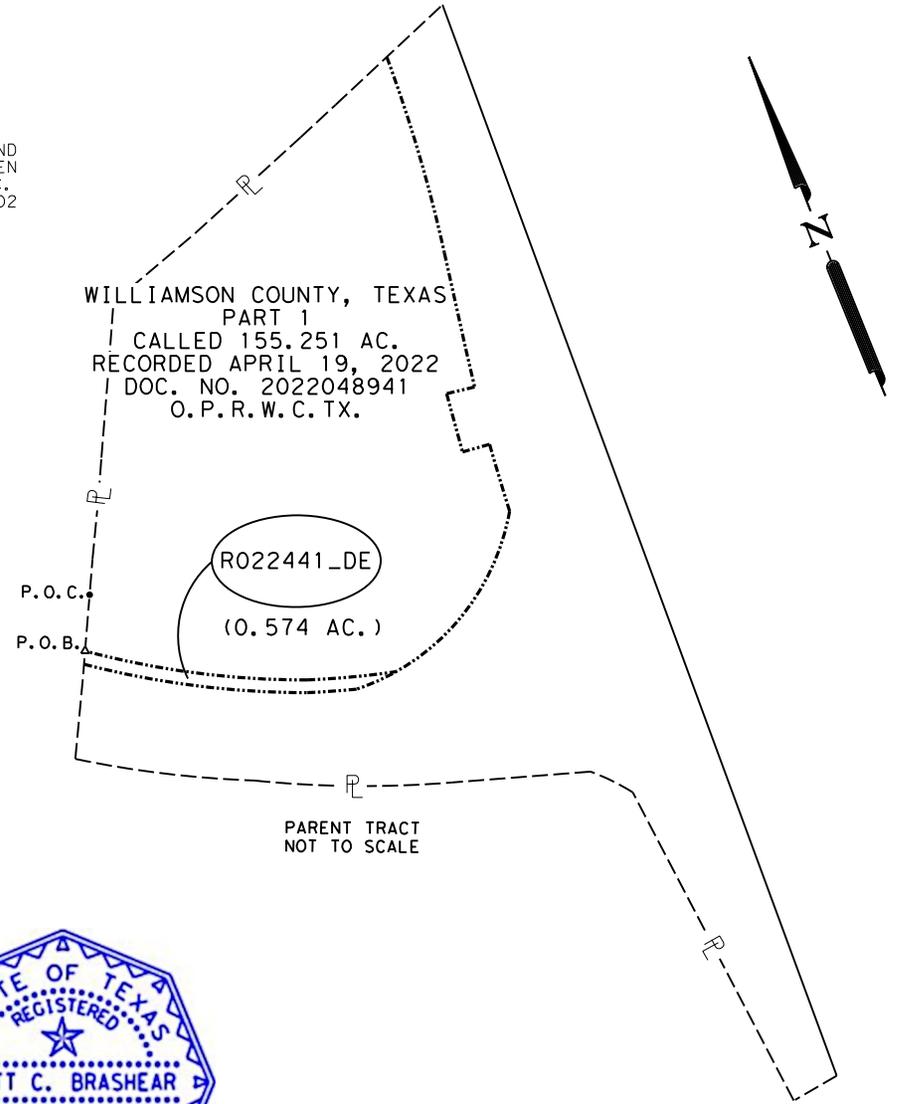
EXHIBIT "A"

LEGEND

- ◻ TXDOT TYPE II BRONZE DISK IN CONCRETE SET
- 5/8" IRON ROD SET (AS NOTED)
- 1/2" IRON ROD FOUND (AS NOTED)
- ⊙ 1/2" IRON PIPE FOUND (AS NOTED)
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R.W.C.TX. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- R.P.R.W.C.TX. REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)
- PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- PARCEL LIMITS

A

BILL D. WARREN AND
PATRICIA D. WARREN
CALLED 174.04 AC.
VOL. 1010, PG. 502
O. R. W. C. TX.



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
 2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
 3. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PAGE 5 OF 5
REF. FIELD NOTE NO. 49564

FILE:\$FILE\$

Scott C. Brashear

5/30/23

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
WILLIAMSON COUNTY, TEXAS
TRACT R022441
0.574 AC. (25,011 SQ. FT.)

Commissioners Court - Regular Session

43.

Meeting Date: 08/01/2023

Hero Way Letter Agreement for DE

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 letter agreement with Duke Brad Williams for a 0.146 AC drainage easement needed for construction on the Hero Way project (Parcel 309D). Funding Source: Road Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Date

07/27/2023 11:51 AM

Started On: 07/27/2023 11:43 AM

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrllaw.com

July 26, 2023

Duke Brad Williams
4342 FM 3509
Burnet, Texas 78611-5021

Re: Hero Way
Project Parcel
No. 309D

Dear Mr. Williams:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent drainage easement interest to Williamson County, Texas (“County”) in and across portions of the property owned by Duke Brad Williams (“Owner”) as part of the County’s proposed Hero Way/RM2243 improvements (“Project”).

By execution of this letter the parties agree as follows:

1. In return for Owner’s delivery to County of a fully executed and acknowledged drainage easement (“Easement”) in and to approximately 0.146 acre of land identified in Exhibit “A”, such rights to be granted free and clear of any monetary liens and encumbrances in the form as set out in Exhibit “A” attached hereto and incorporated herein, County shall pay Owner the sum of \$122,914.00 in cash or other good funds (“Purchase Price”).

2. If requested by County, the Closing and completion of this transaction shall take place at Texas National Title Company (“Title Company”) within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney’s fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien joinder, consent or subordination required as a condition of the Closing.

Upon completion of (1) the full execution of this Agreement by all parties, and (2) acknowledgment by the Title Company of delivery by County of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after October 1, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed improvement construction project of County.

To the extent allowed by law County, its agents and contractors agree to release, indemnify, and otherwise hold Owner harmless from any damages or other losses to owner or any third party resulting from any acts or omissions performed under the limited right of possession herein. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by the Agreement to expeditiously complete the Closing of the purchase transaction.

3. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

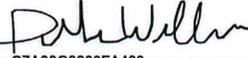
Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs
Sheets & Crossfield, PLLC

[signature pages follow]

AGREED:

DocuSigned by:

C7A88C9260FA480...
Duke Brad Williams

Date: 7/27/2023

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any 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. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the ____ day of _____, 2023.

[signature page follows]

Hero Way—Parcel 309

JOINDER AND CONSENT OF LIENHOLDER TO DRAINAGE EASEMENT

FROST BANK, as the current holder and beneficiary under a Deed of Trust executed by Duke Brad Williams to Dan J. Guarino, Trustee, recorded in Document No. 2017105775 (the “Grantor Security Document”) of the Official Records of Williamson County, Texas that creates liens, security interests and other rights and powers that encumber all or parts of the property described in Exhibit “A” (“Grantor Liens”), executes this Drainage Easement (“Easement”) for the limited purpose of (i) consenting to the terms and conditions of the foregoing Easement and (ii) agreeing that the Grantor Security Documents and the Grantor Liens are and shall be subordinate and inferior to all of the easements, restrictions, terms and provisions of the Easement, so that no enforcement of the terms of the Grantor Security Documents shall amend, impair or otherwise affect the easements, restrictions, terms or provisions of said Easement.

FROST BANK

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____, 2023, by _____, the _____ of Frost Bank, known to me to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that he/she executed the same for the purposes and consideration recited herein.

Notary Public in and for the State of Texas

EXHIBIT A

County: Williamson
Parcel: 309D
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 309D

METES & BOUNDS DESCRIPTION FOR A 0.146 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF LOT 1 OF D & W SUBDIVISION, A SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 2018053338 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO DUKE BRAD WILLIAMS BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2017092068 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.146 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 on the south right-of-way line of Hero Way (width varies) as dedicated by Document Number 2009087880 of the Official Public Records of Williamson County, Texas, at the northwest corner of the above described Lot 1, and at the northeast corner of a called 1.469 acre tract of land as conveyed to Ant Savings Corp by Texas Special (Limited) Warranty Deed recorded in Document Number 2022089162 of the Official Public Records of Travis County, Texas, and described in Document Number 2019006980 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod found on the south right-of-way line of said Hero Way and the north line of said Ant Savings Tract, bears S 68°54'41" W a distance of 149.64 feet; Thence, with the south right-of-way line of said Hero Way and the north line of said Lot 1, N 68°51'29" E a distance of 40.74 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,186,460.62, E: 3,082,340.73) for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 288.96 feet right of FM 2243 baseline station 109+14.38;

THENCE, continuing with the south right-of-way line of said Hero Way and the north line of said Lot 1, N 68°51'29" E a distance of 72.33 feet to a calculated point for the northeast corner of the herein described tract, 288.71 feet right of FM 2243 baseline station 109+86.72;

THENCE, departing the south right-of-way line of said Hero Way, over and across said Lot 1, S 19°58'49" E a distance of 87.80 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, continuing over and across said Lot 1, S 68°41'10" W a distance of 72.34 feet to a calculated point for the southwest corner of the herein described tract;

THENCE, continuing over and across said Lot 1, N 19°58'49" W a distance of 88.01 feet to the **POINT OF BEGINNING** and containing 0.146 acre (6,357 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

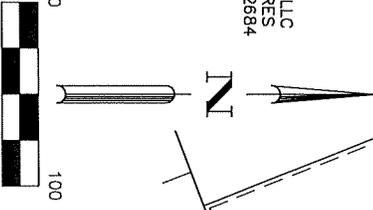
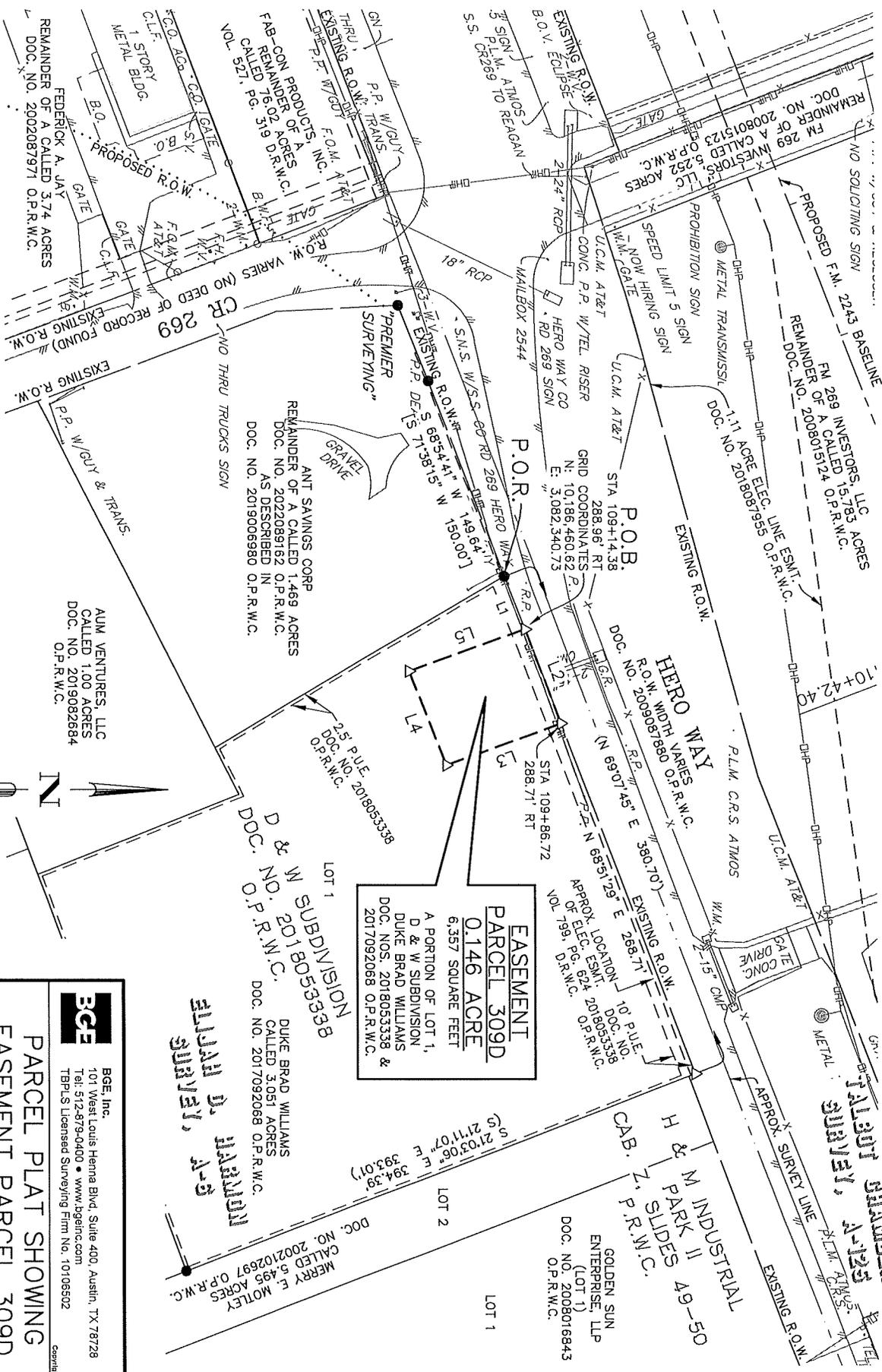


10/04/2022

Date

Client: Williamson County
Date: October 4, 2022
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



**EASEMENT
PARCEL 309D
0.146 ACRE**
6,357 SQUARE FEET
A PORTION OF LOT 1,
D & W SUBDIVISION
DUKE BRAD WILLIAMS
DOC. NOS. 2018053338 &
2017092068 O.P.R.W.C.

**ALAN D. HARRISON
SURVEY, A-3**



BGE Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-579-0400 • www.bgeinc.com
TBR/S Licensed Surveying Firm No. 101065502

**PARCEL PLAT SHOWING
EASEMENT PARCEL 309D
0.146 ACRE
FM 2243**

WILLIAMSON COUNTY, TEXAS

Scale:	1" = 100'
Job No.:	7473-00
Date:	10/04/2022
Page:	3 of 4

LEGEND

B.	BOLLARD
BLDG.	BUILDING
B.W.F.	BARBED WIRE FENCE
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.O.	CLEAN OUT
CONC.	CONCRETE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
G.R.	GUARD RAIL
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
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
S.N.S.	STREET NAME SIGN
S.S.	STOP SIGN
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
()	RECORD INFO. FOR DOC. NO. 2018053338 O.P.R.W.C.
[]	RECORD INFO. FOR DOC. NO. 2019006980 O.P.R.W.C.
[]	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
●	CALCULATED POINT
△	WIRE FENCE
x	CHAIN LINK FENCE
○	OVERHEAD TELEPHONE
—DHT—	OVERHEAD POWER
—DHP—	EDGE OF ASPHALT
///	

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 68°51'29" E	40.74'
L2	N 68°51'29" E	72.33'
L3	S 19°58'49" E	87.80'
L4	S 68°41'10" W	72.34'
L5	N 19°58'49" W	88.01'

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.



BGE, Inc.
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 309D
 0.146 ACRE
 FM 2243

WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1" = 100'	7473-00	10/04/2022	4 of 4

Commissioners Court - Regular Session

44.

Meeting Date: 08/01/2023

Liberty Hill Bypass Rule 11 Settlement 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 Global Rule 11 Settlement Agreement regarding parcels 2, 3, 4, 5, 6, 7, 48, 49 and 50 on the Liberty Hill Bypass project. Funding Source: Road Bonds P346

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Global Rule 11

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Date

07/27/2023 11:56 AM

Started On: 07/27/2023 11:52 AM

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8732 (D) • fax 512-255-8986

mylan@scrrlaw.com

July 26, 2023

GLOBAL RULE 11 CONDEMNATION SETTLEMENT AGREEMENT

Via e-mail brent@bhlawgroup.com

Brent Hamilton

Brady & Hamilton, LLP

(512) 474-9875

Re: Williamson County—Liberty Hill Bypass Harlow and Helms Settlements

Dear Brent:

Please allow this letter to constitute a Rule 11 Settlement Agreement between Williamson County, Texas (“County”) and J. Patrick Harlow, Lisa M. Harlow, The Estate of James W. Forbes, Christina A. Helms, Michael Forbes Harlow, Linda Lunsford Harlow, Jeremiah Forbes Harlow, Crystal Eastham Harlow, Timothy P. Harlow, and Scott Lee Ira Helms (“your clients”) in connection with the project identified herein and the fee simple right of way parcel interest being acquired as part of the County’s Liberty Hill Bypass road improvement project. The terms of this Agreement and the settlement reached are as follows:

County agrees to pay, and your clients agree to accept, the total sum of Two Million Ninety-Five Thousand Five Hundred Seventy-Five and 01/100 Dollars \$2,095,575.01 in total compensation to your clients as shown in Exhibit A, attached hereto and incorporated herein for all purposes, for fee simple acquisitions, and any alleged damages to the remaining property of your clients not acquired, with such locations and acquisitions as further described in County’s current pleadings on file in these cases. All parties acknowledge \$816,621 was previously paid to your clients for possession and use (“PUA”) of their property pending litigation, \$905,685 was deposited within the courts’ registry pursuant to awards of special commissioners, and a total balance of \$373,269.01 is due to landowners for final settlement of all condemnation cases listed in Exhibit A.

1. Parcel 2 owners agree to accept the total amount of \$448,203.95 for final settlement of the acquisition described in Cause No. 22-1121-CC1, and any alleged damages to the remaining property of Parcel 2 not acquired. All parties acknowledge \$192,062 was previously paid to landowners for a PUA, leaving a final balance due to landowners of \$256,141.95.

2. Parcel 3 owners agree to accept the total amount of \$359,400 for final settlement of the acquisition described in Cause No. 22-1131-CC4, and any alleged damages to the remaining property of Parcel 3 not acquired. All parties acknowledge \$147,002 was previously paid to landowners for a PUA, an additional \$204,672 was deposited within the registry of the court pursuant to an award of special commissioners, leaving a final balance due to landowners of \$7,726.
3. Parcel 4 owners agree to accept the total amount of \$250,240 for final settlement of the acquisition described in Cause No. 22-1123-CC3, and any alleged damages to the remaining property of parcel 4 not acquired. All parties acknowledge \$85,733 was previously paid to landowners for a PUA, an additional \$144,307 was deposited within the registry of the court pursuant to an award of special commissioners, leaving a final balance due to landowners of \$20,200.
4. Parcel 5 owners agree to accept the total amount of \$37,237.53 for final settlement of the acquisition described in Cause No. 22-1124-CC4, and any alleged damages to the remaining property of parcel 5 not acquired. All parties acknowledge \$22,921 was previously paid to landowners for a PUA, leaving a final balance due to landowners of \$14,316.53.
5. Parcel 6 owners agree to accept the total amount of \$9,690 for final settlement of the acquisition described in Cause No. 22-1118-CC3, and any alleged damages to the remaining property of parcel 6 not acquired. All parties acknowledge parcel 6 owners have a final balance due to landowners of \$9,690.09.
6. Parcel 7 owners agree to accept the total amount of \$29,377.41 for final settlement of the acquisition described in Cause No. 22-1127-CC2, and any alleged damages to the remaining property of parcel 7 not acquired. All parties acknowledge \$10,985 was previously paid to landowners for a PUA, leaving a final balance due to landowners of \$18,392.41.
7. Parcel 48 owners agree to accept the total amount of \$820,204 for final settlement of the acquisition described in Cause No. 22-1122-CC2, and any alleged damages to the remaining property of Parcel 48 not acquired. All parties acknowledge \$289,818 was previously paid to landowners for a PUA, an additional \$551,182 was deposited within the registry of the court pursuant to an award of special commissioners, leaving a balance due to Williamson County of \$20,796. As additional consideration, Williamson County agrees to replace Parcel 48's existing driveway with a new driveway 60 (sixty) feet north of its current location. All parties agree the existing driveway will close when the new driveway is constructed up to the new right of way line during construction of the

Liberty Hill Bypass project. Furthermore, landowners agree to apply for a new driveway permit if the existing residential and agricultural use of Parcel 48 is ever changed.

8. Parcel 49 owners agree to accept the total amount of \$10,614 for final settlement of the acquisition described in Cause No. 22-1126-CC1, and any alleged damages to the remaining property of parcel 49 not acquired. All parties acknowledge \$4,703 was previously paid to landowners for a PUA, an additional \$5,524 was deposited within the registry of the court pursuant to an award of special commissioners, leaving a final balance due to landowners of \$387.
9. Parcel 50 owners agree to accept the total amount of \$130,608.03 for final settlement of the acquisition described in Cause No. 22-1128-CC3, and any alleged damages to the remaining property of Parcel 50 not acquired. All parties acknowledge \$63,397 was previously paid to landowners for a PUA, leaving a final balance due to landowners of \$67,211.03.
10. It is agreed that neither County nor your clients will file objections to the Award of Special Commissioners for Parcel 2 in Cause No. 22-1121-CC1 so long as the Williamson County Commissioners Court approves this total Global Rule 11 settlement of Two Million Ninety-Five Thousand Five Hundred Seventy-Five and 01/100 Dollars \$2,095,575.01 on or before August 8, 2023. After prior payment offsets, and subject to Williamson County Commissioner Court approval of this agreement, County agrees to pay Brady & Hamilton, LLP the total amount of Three Hundred Seventy-Three Thousand Two Hundred Sixty-Nine and 01/100 \$373,269.01 within thirty days after entry of all final judgments.
11. All parties agree to file agreed final judgments in accordance with this Global Rule 11 settlement agreement not later than August 31, 2023.

If this letter correctly sets forth the terms of our Global Rule 11 settlement agreement reached between the County and your clients, please so indicate by having the appropriate person execute this letter in the space indicated below on behalf of the property owners.

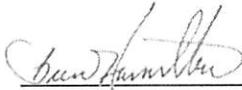
Very truly yours,

Mylan W. Shaunfield
Sheets & Crossfield, PLLC
Attorneys for County

Exhibit A

Parcel	Cause No.	Total Settlement Amount	PUA Funded	Recorded PUA Document	Award Net Deposit	Total Amount Due
2	22-1121-CC1	\$ 448,203.95	\$ 192,062.00	2022142185	N/A	\$256,141.95
3	22-1131-CC4	\$ 359,400.00	\$ 147,002.00	2022137990	\$204,672.00	\$ 7,726.00
4	22-1123-CC3	\$ 250,240.00	\$ 85,733.00	2022137989	\$144,307.00	\$ 20,200.00
5	22-1124-CC4	\$ 37,237.53	\$ 22,921.00	2023038561	N/A	\$ 14,316.53
6	22-1118-CC3	\$ 9,690.09	N/A	N/A	N/A	\$ 9,690.09
7	22-1127-CC2	\$ 29,377.41	\$ 10,985.00	2023001164	N/A	\$ 18,392.41
48	22-1122-CC2	\$ 820,204.00	\$ 289,818.00	2022137991	\$551,182.00	\$ (20,796.00)
49	22-1126-CC1	\$ 10,614.00	\$ 4,703.00	2022142189	\$ 5,524.00	\$ 387.00
50	22-1128-CC3	\$ 130,608.03	\$ 63,397.00	2023001169	N/A	\$ 67,211.03
\$2,095,575.01						<u>\$373,269.01</u>

AGREED AND ACCEPTED:



 Brent Hamilton
 Brady & Hamilton, LLP
 (512) 474-9875

Attorney J. Patrick Harlow, Lisa M. Harlow, The Estate of James W. Forbes, Christina A. Helms, Michael Forbes Harlow, Linda Lunsford Harlow, Jeremiah Forbes Harlow, Crystal Eastham Harlow, Timothy P. Harlow, and Scott Lee Ira Helms

Date: 7.26.2023

AGREED AND ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Commissioners Court - Regular Session

45.

Meeting Date: 08/01/2023

Ronald Reagan Widening 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 (0.4262 acres and 0.4530 acres) required for the construction of the Ronald Reagan widening project. (TJS6, LLC/ Parcel 17) Funding Source: Road Bonds P336

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: 07/27/2023

Reviewed By

Becky Pruitt

Date

07/27/2023 10:05 AM

Started On: 07/26/2023 02:49 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 those certain tracts of land being 0.4262 acres (Parcel 17P1) and 0.4530 acres (Parcel 17P2) as described by metes and bounds in Exhibits "A & B" owned by **TJS6, LLC**, for the purpose of constructing, reconstructing, maintaining, and operating the proposed Ronald Reagan Boulevard Widening 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

County: Williamson
Parcel: 17 Part 1 – TJS6, LLC
Highway: Ronald Reagan Boulevard

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.4262 OF ONE ACRE (18,567 SQUARE FEET) PARCEL OF LAND SITUATED IN THE IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF 18.814 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO TJS6, LLC, RECORDED IN DOCUMENT NO. 2020160269 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.4262 OF ONE ACRE (18,567 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 49.41 feet Left of Ronald Reagan Baseline Station 2641+37.81 in the proposed West Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW), (Grid Coordinates: N=10,226,379.18, E=3,076,907.38) in the East line of said 18.814 acre tract and the common existing West ROW line of said Ronald Reagan Boulevard, from which a 1/2-inch rebar with cap stamped "HAYNIE CONSULTING" found for a common corner of said 18.814 acre tract and the existing West ROW line of said Ronald Reagan Boulevard, bears South 60°18'36" West a distance of 195.00 feet;

THENCE with East line of said 18.814 acre tract and the common existing West ROW line of said Ronald Reagan Boulevard, the following two (2) courses and distances:

- 1) **North 60°18'36" East** a distance of **50.00** feet to a 5/8-inch rebar with cap stamped "LL COUNTY" found;
- 2) **South 29°41'23" East** a distance of **368.17** feet to a Calculated Point for the Southeast corner of said 18.814 acre tract and the common Northeast corner of Lot 16, Block A, RIO RANCH, a subdivision of record in Document No. 2022130163 of said O.P.R.W.C.T.;
- 3) **THENCE** with the South line of said 18.814 acre tract and the common North line of said Lot 16, **South 53°07'09" West** a distance of **50.40** feet 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 49.41 feet Left of Ronald Reagan Baseline Station 2637+63.32 in the proposed West ROW line of Ronald Reagan Boulevard;



County: Williamson
Parcel: 17 Part 1 – TJS6, LLC
Highway: Ronald Reagan Boulevard

- 4) **THENCE** with the proposed West ROW line of said Ronald Reagan Boulevard over and across said 18.814 acre tract, **North 29°41'23" West** a distance of **374.48** feet to the **POINT OF BEGINNING**, containing 0.4262 (18,567 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.000106179.

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

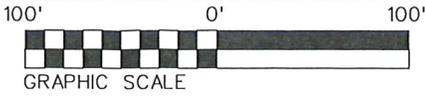
That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

 05/27/2023

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642



PLAT TO ACCOMPANY PARCEL DESCRIPTION



B. MANLOVE SURVEY
ABSTRACT No. 417

INUNDATION ESMT.
VOL.586, PG. 744

P.O.B.
GRID COORDINATES
N: 10,226,379.18'
E: 3,076,907.38'
STA 2641+37.81
OFF 49.41' LT

EXISTING R.O.W. LINE

HAYNIE CONSULTING

S60°18'36"W 195.00'
(S60°18'36"W)

17 PART 1

TJS6, LLC
(18.814 ACRES)
DOC. NO. 2020160269
O.P.R.W.C.T.

INUNDATION ESMT.
VOL.586, PG. 744

LINE DATA		
LINE	BEARING	LENGTH
L1	N60° 18'36"E	50.00'
L2	S53° 07'09"W	50.40'

RIO RANCH
DOC. NO. 2022130163
O.P.R.W.C.T.

LOT 2

LOT 1
BLOCK A

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

TJS6, LLC

10/28/2022

PARCEL 17

PART 1

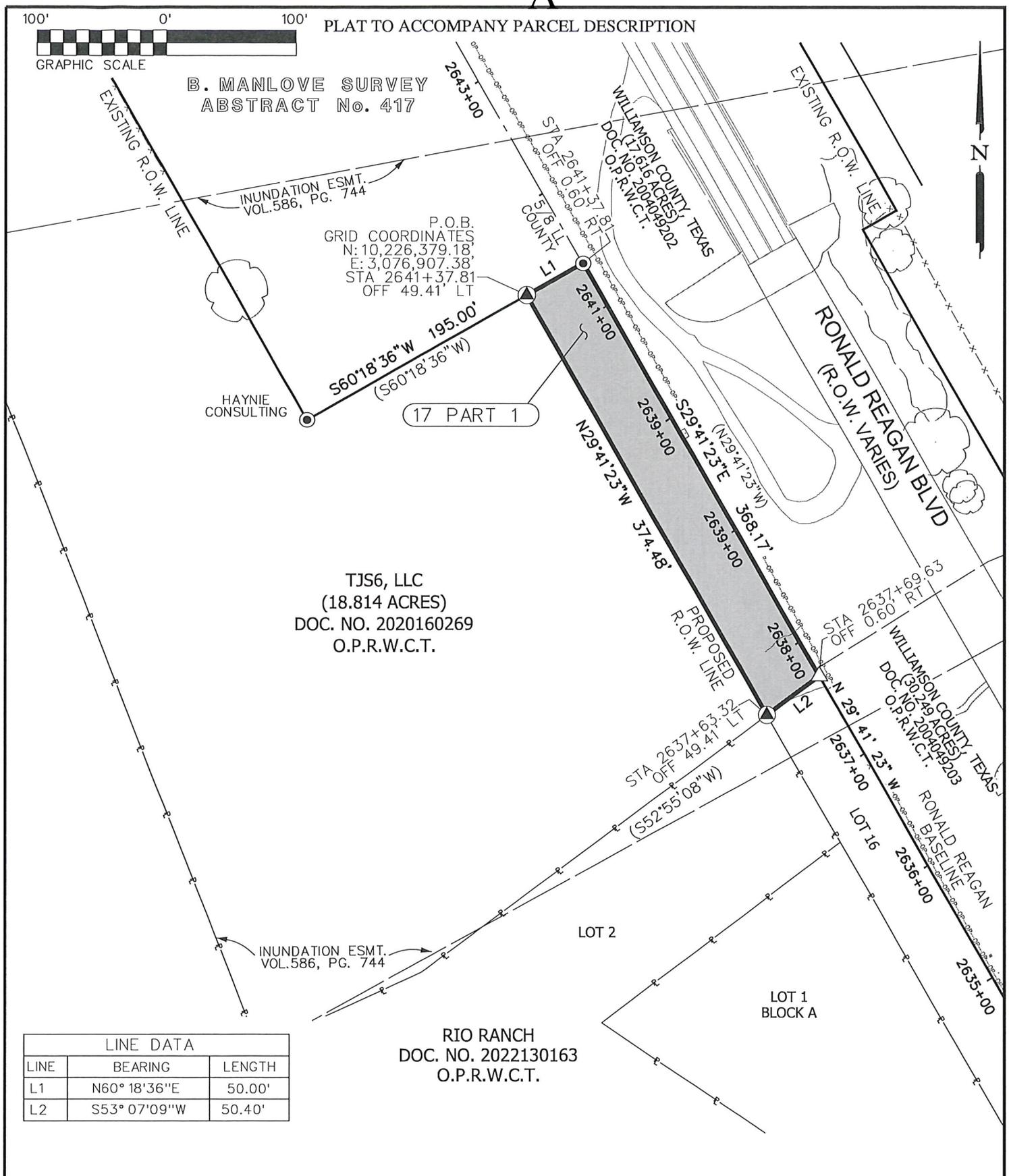
0.4262 ACRES
18,567 Sq. Ft.

SHEET 3 OF 5

SCALE
1" = 100'

PROJECT
RONALD REAGAN

COUNTY
WILLIAMSON



PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- △ CALCULATED POINT
- ⊙ 1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
- 1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
- ⊙ 1/2-INCH REBAR FOUND WITH CAP STAMPED AS NOTED
- O.P.R.W.C.T OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- () RECORD INFORMATION
- P — PROPERTY LINE
- — SURVEY LINE

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].
2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W. Funk 05/27/2023
FRANK W. FUNK DATE
RPLS 6803



 10090 W HIGHWAY 29 LIBERTY HILL, TX 78642 TBPELS FIRM NO. 10001800 512-238-7901	PARCEL PLAT SHOWING PROPERTY OF TJS6, LLC		10/28/2022 PARCEL 17 PART 1 0.4262 ACRES 18,567 Sq. Ft.
	SCALE 1" = 100'	PROJECT RONALD REAGAN	COUNTY WILLIAMSON

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
 GF NO. T-168290
 ISSUED: DECEMBER 9, 2022
 EFFECTIVE DATE: DECEMBER 1, 2022

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR .THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

SCHEDULE B EXCEPTIONS:
 THIS TRACT IS SUBJECT TO RESTRICTIVE COVENANTS: N/A

ITEMS 10.2 THROUGH 10.9 ARE NOT A SURVEY MATTER.

- 10: 1. AN INUNDATION EASEMENT GRANTED TO THE UNITED STATES OF AMERICA AS DESCRIBED IN VOLUME 586, PAGE 744 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (AFFECTS) (SHOWN HEREON)
- 10. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY) (NOTED HEREON)

 10090 W HIGHWAY 29 LIBERTY HILL, TX 78642 TBPELS FIRM NO. 10001800 512-238-7901	PARCEL PLAT SHOWING PROPERTY OF TJS6, LLC		10/28/2022 PARCEL 17 PART 1 0.4262 ACRES 18,567 Sq. Ft.
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County: Williamson
Parcel: 17 Part 2 – TJS6, LLC
Highway: Ronald Reagan Boulevard

EXHIBIT **B**
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.4530 OF ONE ACRE (19,733 SQUARE FEET) PARCEL OF LAND SITUATED IN THE IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417 AND IN THE B. WARREN SURVEY, ABSTRACT NO. 667, BOTH IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF 18.814 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO TJS6, LLC, RECORDED IN DOCUMENT NO. 2020160269 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.4530 OF ONE ACRE (19,733 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 53.75 feet Left of Ronald Reagan Baseline Station 2647+45.59 in the proposed West Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW), (Grid Coordinates: N=10,226,904.96, E=3,076,602.60) in the East line of said 18.814 acre tract and the common existing West ROW line of said Ronald Reagan Boulevard, from which a 1/2-inch rebar with cap stamped "HAYNIE CONSULTING" found for a common corner of said 18.814 acre tract and the existing West ROW line of said Ronald Reagan Boulevard, bears South 15°25'16" West a distance of 269.10 feet;

THENCE with the proposed West ROW line of said Ronald Reagan Boulevard over and across said 18.814 acre tract, the following two (2) courses and distances:

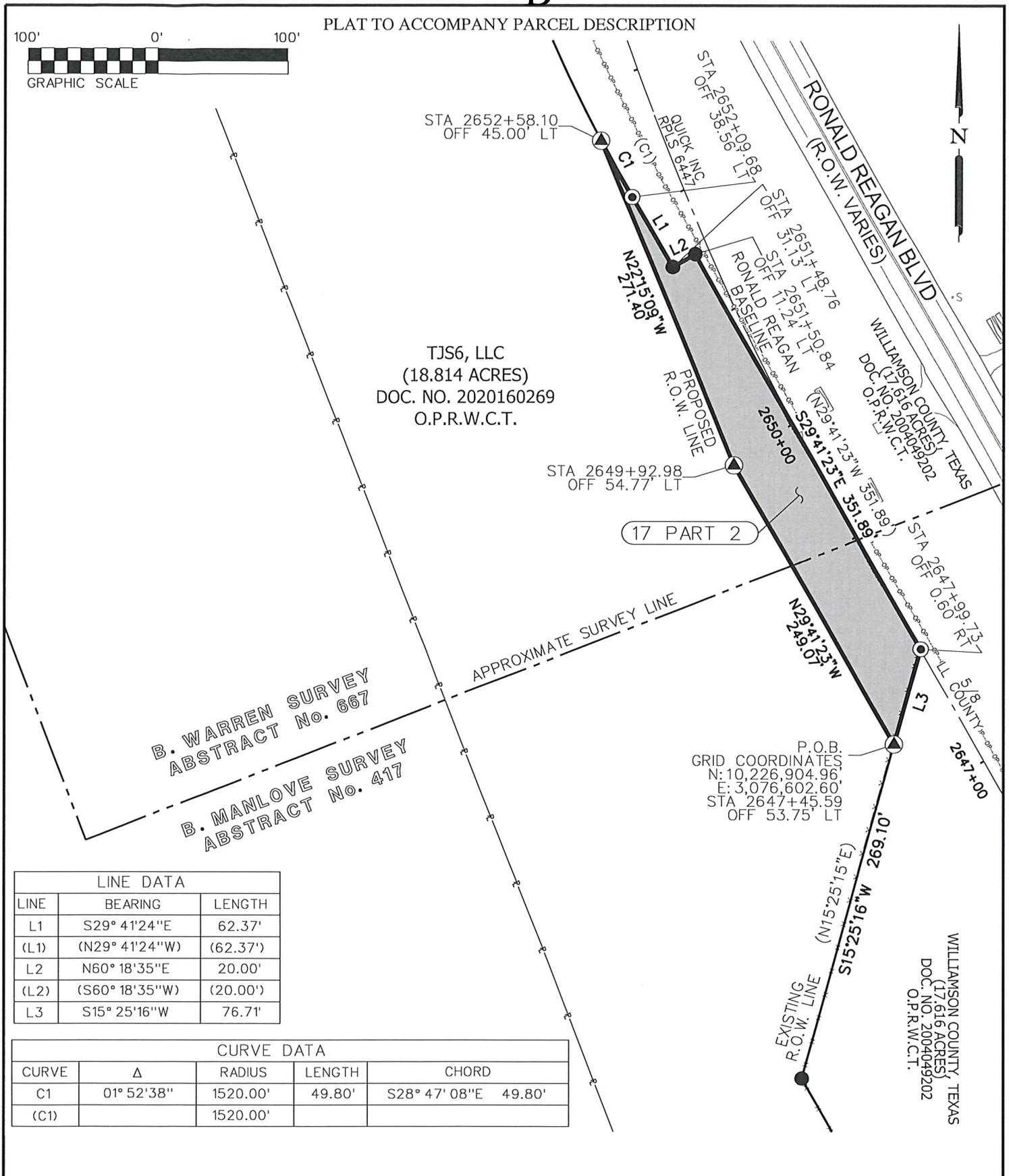
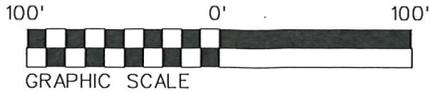
- 1) **North 29°41'23" West** a distance of **249.07** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 54.77 feet Left of Ronald Reagan Baseline Station 2649+92.98;
- 2) **North 22°15'09" West** a distance of **271.40** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 45.00 feet Left of Ronald Reagan Baseline Station 2652+58.10 in the East line of said 18.814 acre tract and the common existing West ROW line of said Ronald Reagan Boulevard;

THENCE with the East line of said 18.814 acre tract and the common existing West ROW line of said Ronald Reagan Boulevard, the following five (5) courses and distances:

- 3) Along a curve to the **Left** having a radius of **1520.00** feet, an arc length of **49.80** feet, a delta angle of **01°52'38"**, and a chord which bears **South 28°47'08" East** a distance of **49.80** feet to a 1/2-inch rebar with cap stamped "QUICK INC RPLS 6447" found;
- 4) **South 29°41'24" East** a distance of **62.37** feet to 1/2-inch rebar found;
- 5) **North 60°18'35" East** a distance of **20.00** feet to a 1/2-inch rebar found;



PLAT TO ACCOMPANY PARCEL DESCRIPTION



LINE DATA

LINE	BEARING	LENGTH
L1	S29° 41' 24" E	62.37'
(L1)	(N29° 41' 24" W)	(62.37')
L2	N60° 18' 35" E	20.00'
(L2)	(S60° 18' 35" W)	(20.00')
L3	S15° 25' 16" W	76.71'

CURVE DATA

CURVE	Δ	RADIUS	LENGTH	CHORD
C1	01° 52' 38"	1520.00'	49.80'	S28° 47' 08" E 49.80'
(C1)		1520.00'		

PARCEL PLAT SHOWING PROPERTY OF

TJS6, LLC

10/28/2022

PARCEL 17 PART 2

0.4530 ACRES
19,733 Sq. Ft.

LSI LANDESIGN SERVICES, INC.
 10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
 TBPELS FIRM NO. 10001800
 512-238-7901

SCALE
1" = 100'

PROJECT
RONALD REAGAN

COUNTY
WILLIAMSON

SHEET 3 OF 5

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- △ CALCULATED POINT
- ⊙ 1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
- 1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
- ⊙ 1/2-INCH REBAR FOUND WITH CAP STAMPED AS NOTED
- O.P.R.W.C.T OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- () RECORD INFORMATION
- |— PROPERTY LINE
- - — SURVEY LINE

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].
2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W. Funk 05/27/2023
FRANK W. FUNK DATE
RPLS 6803



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10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
 TBPELS FIRM NO. 10001800
 512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
 TJS6, LLC

SCALE
 1" = 100'

PROJECT
 RONALD REAGAN

COUNTY
 WILLIAMSON

10/28/2022
 PARCEL 17
 PART 2
 0.4530 ACRES
 19,733 Sq. Ft.
 SHEET 5 OF 5

Commissioners Court - Regular Session

46.

Meeting Date: 08/01/2023

Bond Election Recommendations

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the 2023 Williamson County Citizens Bond Committee Recommendations regarding Infrastructure and whether to call a bond election for November 7, 2023.

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. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 07/26/2023

Reviewed By

Becky Pruitt

Date

07/26/2023 09:08 AM

Started On: 07/26/2023 09:04 AM

Commissioners Court - Regular Session

47.

Meeting Date: 08/01/2023

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 Ronald Reagan Widening.
- 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
- q) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- r) Discuss the acquisition of right of way for CR 314.

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) 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.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Charlie Crossfield
Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Date

07/27/2023 10:07 AM
Started On: 07/26/2023 02:59 PM

Commissioners Court - Regular Session

48.

Meeting Date: 08/01/2023

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 World
- b) Project Mellencamp
- c) Project Corgi
- d) Project Anniversary
- e) Project Glee
- f) Project Skyfall
- g) Project Stamper
- h) Project Soul Train
- i) Project Dragon

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/27/2023

Reviewed By

Becky Pruitt

Date

07/27/2023 10:08 AM

Started On: 07/26/2023 03:02 PM