

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**August 29, 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 – 38 )

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0600.0600.006901	Debt Defeasance	\$29,996,117.82
To	0600.0600.004098	Pymt to Refunding Escrow Agent	\$29,978,787.82
To	0600.0600.004099	Bond Issuance Costs	\$17,330.00

4. Discuss, consider and take appropriate action on a line item transfer for Commissioner Precinct 4.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0214.004231	Travel	\$1,496.88
To	0100.0214.004232	Training Conference Seminars	\$1,496.88

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non Dept/Contingencies	\$326,000
TO	0100-0425-004131	All Cty Cts/Family Cases/CAP	\$3,000
TO	0100-0425-004134	All Cty Cts/Misd Cases CAP	\$250,000

TO	0100-0425-004136	All Cty Cts/Other MH Cases CAP	\$15,000
TO	0100-0425-004141	All Cty Cts/Interpreters	\$20,000
TO	0100-0425-004161	All Cty Cts/Child Ct Aptd Atty	\$38,000

6. Discuss, consider and take appropriate action on a line item transfer for Constable, Precinct 2.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0552-003008	Law Enforcement Equipment	1075.00
To	0100-0552-003001	Small Tools & Equipment	1075.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0475.003003	Radio Equipment	\$1,000.00
From	0100.0475.003900	Membership Dues	\$500.00
From	0100.0475.004212	Postage	\$1,500.00
From	0100.0475.004932	Trial Expenses	\$3,000.00
From	0100.0475.004902	Co Atty Leg Supp	\$2,468.02
From	0100.0475.003006	Office Equipment	\$1,000.00
From	0100.0475.003010	Computer Equipment	\$2,000.00
From	0100.0475.003100	Office Supplies	\$1,049.00
From	0100.0475.003398	Flash Drives/DVD	\$1,552.50
To	0100.0475.003901	Publications/Books/Periodicals	\$52.50
To	0100.0475.001107	Temp Labor-Seasonal Help	\$11,582.00
To	0100.0475.002010	FICA	\$886.02
To	0100.0475.003011	Computer Software	\$1,000.00
To	0100.0475.004510	Facility Repairs	\$549.00

8. Discuss, consider and take appropriate action on line item transfers for the Parks Department.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM	0100.0510.003005	Office Furniture < \$5,000	\$4,900.00
FROM	0100.0510.003010	Computer Equipment < \$5,000	\$791.77
FROM	0100.0510.003011	Computer Software < \$5,000	\$300.50
FROM	0100.0510.003115	Computer Supplies	\$439.65
FROM	0100.0510.003120	Printer Supplies	\$597.01
FROM	0100.0510.003319	Extermination	\$2,204.02
FROM	0100.0510.003541	Contract Mowing	\$987.00
FROM	0100.0510.003601	Employee Recognition	\$99.03



FROM	0100.0510.003900	Membership Dues	\$500.00
FROM	0100.0510.004100	Professional Services	\$3,740.22
FROM	0100.0510.004211	Telephone Services	\$1,600.00
FROM	0100.0510.004212	Postage	\$217.00
FROM	0100.0510.004311	Advertising - General	\$2,785.69
FROM	0100.0510.004350	Printed Materials & Binding	\$1,752.00
FROM	0100.0510.004410	Bond Premiums	\$117.00
FROM	0100.0510.004415	Vehicle Insurance Deductible	\$3,000.00
FROM	0100.0510.004500	Maintenance Services	\$1,000.00
FROM	0100.0510.004515	Trail Maintenance	\$1,350.00
FROM	0100.0510.004542	Grounds Maintenance	\$1,600.00
FROM	0100.0510.004620	Furniture/Equipment Rental	\$6,000.00
FROM	0100.0510.005003	Equipment > \$5,000	\$1,894.78
TO	0100.0510.003001	Small Equip & Tools < \$5,000	\$1,894.70
TO	0100.0510.003553	Signs	\$5,100.00
TO	0100.0510.004231	Travel	\$1,500.00
TO	0100.0510.004430	Utilities	\$21,540.75
TO	0100.0510.004543	Repairs to Equipment	\$5,740.22
TO	0100.0510.004705	Pre-employment Screening	\$100.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0576.003011	Computer Software	\$1,000.00
To	0100.0576.004705	Pre-Employment Screening	\$1,000.00
From	0100.0576.003011	Computer Software	\$1,300.00
To	0100.0576.004718	Pre-Employment Physical	\$1,300.00

10. Discuss, consider and take appropriate action on a line item transfer for 911 Communications for inventory labels.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM:	0100-0581-003001	Small equipment/tools	\$1000
TO:	0100-0581-004350	Printed Materials	\$1000

11. Discuss, consider and take appropriate action on a line item transfer for 911 Communications for insurance deductible for vehicle repairs.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM:	0100-0581-004415	Vehicle Insurance Deductible	\$3,000

TO:	0100-0581-004541	Vehicle Maintenance	\$3,000
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12. Discuss, consider and take appropriate action on a line item transfer for the Williamson County Sheriff's Office.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM:	0100.0560.003008	LE Equipment < \$5k	\$3,000.00
TO:	0100.0560.003011	Computer Software < \$5k	\$3,000.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0570.004705	Pre-Employment Screening	\$8,500.00
From	0100.0570.003311	Uniforms	\$4,500.00
From	0100.0570.004548	Radio Repairs & Maintenance	\$2,400.00
To	0100.0570.004512	Kitchen Maintenance & Repair	\$15,400.00

14. Discuss, consider, and take appropriate action concerning a Line Item Transfer for Fleet Services.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0882.0882.003303	Oil, Grease	\$16,000
To	0882.0882.003523	Parts	\$16,000

15. Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 thru 08/17/2023 for the Williamson County Tax Assessor/Collector.
16. Discuss, consider and take appropriate action on approving a Notice of Termination of First Amended and Restated Emergency Service Organizations Agreement dated January 31, 2023 and being between Williamson County and Avery Pickett Fire Department.
17. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Anderson Mill Limited District for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.
18. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Williamson County MUD #11 for off duty contracting of County Sheriff Deputies to be effective September 1, 2023.
19. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Q2 Software for off duty contracting of County Sheriff Deputies to be effective October 1, 2023 (10355 Pecan Park Austin, Williamson County Pct #1)

20. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Parkside on the River Municipal Utility District #1 for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.
21. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Fellowship Church for off duty contracting of County Sheriff Deputies to be effective October 1, 2023. (Traffic control & security during various church services in Round Rock)
22. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Taylor Rodeo Association for off duty contracting of County Sheriff Deputies to be effective October 1, 2023 (Security/Traffic control for Taylor Rodeo events at the Williamson County Expo Center)
23. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with City National Bank for off duty contracting of County Sheriff Deputies to be effective October 1, 2023 (Security for ATM refills in Eastern Williamson County).
24. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Celebration Church for off duty contracting of County Sheriff Deputies to be effective October 1, 2023 (Traffic control and security during various church services)
25. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Grace Bible Church for off duty contracting of County Sheriff Deputies to be effective October 1, 2023 (Security for Sunday morning services at church in Georgetown)
26. Discuss, consider and take appropriate action on approving additional revisions to the Purchasing Manual.
27. Discuss, consider, and take appropriate action on approving the Interlocal Agreement (ILA) #2023262 between Williamson County and Capital Area Council of Governments (CAPCOG) for 9-1-1 Geographic Information Systems Database Management, and authorizing the execution of the agreement.
28. Discuss, consider, and take appropriate action on closing out and not awarding #23RFP81, Williamson County ATM Service, due to no responses received.
29. Discuss, consider, and take appropriate action on approving the Extension Agreement for RFP #1806-243 between Williamson County and Preferred ATM Services for service to the automated teller machines at various locations. The term of this extension is 09/11/2023 to 9/10/2024.
30. Discuss, consider and take appropriate action on the First Amended and Restated Agreement for Planning, Design and Engineering Services between Williamson County and RVE, Inc., dba RVi Planning + Landscape Architecture, dated August 5, 2020, for the Brushy Creek Trail Along Hairy Man Road project, for \$934,219. Funding Source is P551.
31. Discuss, consider and take appropriate action on accepting a report from Chasco Constructors, Ltd., LLP, Change Order No. 1 for the Williamson County LE Drop Center Phase II Renovations project \$13,598 and an additional 10 days toward substantial completion. Substantial Completion will now be November 30, 2023. Funding Source is 445P/445A/2.1.
32. Discuss, consider and take appropriate action on accepting a report from Chasco Constructors, Ltd, Change Order No. 1 for the River Ranch Interpretive Center Corrections project (P465) for a **credit** of \$1,253 and no time extension. Funding Source is P465.

33. Discuss, consider and take appropriate action on accepting a report from Chasco Constructors, Ltd, Change Order No. 2 for the River Ranch Interpretive Center Corrections project (P465) for \$9,030.07 and no time extension. Funding Source is P465.
34. Discuss, consider and take appropriate action on Change order No 2 to contract number 22IFB105 for Patin Construction in the amount of -\$19,401.79 for Live Oak Ranch Subdivision Ph 1 Roadway and Drainage Improvements. Funding source: P487.
35. Discuss, consider and take appropriate action on Supplemental Work Authorization No 7 to Work Authorization No 1 under Williamson County Contract between Diamond Surveying, Inc. and Williamson County dated May 19, 2020 for On Call Surveying Services. This supplemental is to increase the maximum amount payable to \$250,000.00. Funding source: 01.0200.0210.004150.
36. Discuss, consider and take appropriate action on approval of the final plat for the Saddleback at Santa Rita Ranch Phase 1 Section 2A Subdivision – Precinct 2.
37. Discuss, consider and take appropriate action on approval of the final plat for the Klattenhoff Addition subdivision – Precinct 4.
38. Discuss, consider and take appropriate action on approval of the preliminary plat for the Eight Point Ranch private subdivision – Precinct 4.

## **REGULAR AGENDA**

39. Consider and take action approving a resolution to honor Alma Russell's retirement after 38 years of service to the citizens of Williamson County.
40. Discuss and consider recognizing Aubury Holmes for almost 16 years of public service.
41. Discuss, consider, and take appropriate action on hearing a presentation on the Williamson County EMS Agency Evaluation performed by AP Triton.
42. Discuss, consider and take appropriate action regarding the August 29, 2023, Wellness Updates.
43. Discuss, consider and take appropriate action on changes to 8000 accounts for merit.
44. Discuss, consider and take appropriate action regarding the appointment of election judges and alternate judges to serve to a one-year term beginning September 1, 2023, and ending August 31, 2024.
45. Discuss, consider and take appropriate action approving the engagement of the law firm of McElroy, Sullivan, Miller & Weber, L.L.P. to represent Williamson County in relation to legal matters pertaining to the Williamson County Landfill, representation before the Texas Commission on Environmental Quality and other legal services as assigned; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).
46. Discuss, consider and take appropriate action on approving the termination of the service agreement with TRISTAR Risk Management.

47. Discuss, consider and take appropriate action on Agreement for the Williamson County Health Grant Program with Hill Country Medical Ministries, LLC (known as Samaritan Health Ministries) for qualifying visits provided to eligible uninsured patients.
48. Discuss, consider and take appropriate action on Agreement for the Williamson County Health Grant Program with Sacred Heart Community Clinic for qualifying visits provided to eligible uninsured patients.
49. Discuss, consider, and take appropriate action on awarding IFB #23IFB89 Aggregates for Surface Treatments to Victory Companies, LLC and Vulcan Construction Materials LLC for Road and Bridge Department.
50. Discuss, consider and take appropriate action on a Contract Amendment No. 5 to the FM 3349 at US 79 contract between Williamson County and HDR Engineering, Inc. relating to the 2019 Road Bond Program.  
Project: P332 Fund Source: Road Bonds
51. Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the Liberty Hill Bypass Project, a 2019 Road Bond Project in Commissioner Pct. 2.  
Project: P346
52. Discuss, consider and take appropriate action on Work Authorization No 5 in the amount of \$2,668,553.00 to expire September 30, 2024 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant (GEC) - Road and Bridge Project Management, Design Management, and Construction Management.
53. Discuss, consider and take appropriate action on Work Authorization No 5 in the amount of \$16,783,490.00 to expire September 30, 2024 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant (GEC) - Road Bond Project Management, Design Management, and Construction Management. Funding source: Road Bonds.
54. Discuss, consider and take appropriate action on a real estate contract with FM 269 Investors, LLC for 5.690 acres needed as right of way and a remainder tract of 4.537 acres for the Hero Way project (Parcel 306). Funding Source: Road Bonds P326
55. Discuss, consider and take appropriate action on a real estate contract with Michael and Linda Harlow for 0.29 acres needed as right of way on the Liberty Hill Bypass project (Parcel 6). Funding Source: Road Bonds P346
56. Discuss, consider and take appropriate action on the FY 2023/2024 Budget Order.
57. 10:00 AM Hold Public Hearing on the 2023-2024 County Budget.
58. Discuss, consider and take appropriate action on the 2023-2024 General Fund Budget.
59. Discuss, consider and take appropriate action on the 2023-2024 Road and Bridge Fund Budget.
60. Discuss, consider and take appropriate action on the 2023-2024 Debt Service Fund Budget.

61. 10:00 a.m. Public hearing on the proposed 2023 total tax rate of 37.9282 cents per \$100 of valuation for Williamson County and Williamson County R/FM.
62. Discuss, consider, and take appropriate action regarding the adoption of the 2023 tax rates for Williamson County General Fund, Debt Services, and Road and Bridge Fund.

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

63. 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

64. 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
- j) Project Scrabble

65. 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. Hurdsmen, #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:**

1. Property damage and personal injury claims from Emkay, Inc. and Helmsman Management Services, Inc. for vehicle incident occurring on or about 01/09/2023 at Hwy 29 near Patriot Way.

**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.

66. 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).
67. 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).
68. Discuss the deployment or specific occasions for implementation of security personnel or devices; or security audits in relation to the Williamson County Justice Center/Williamson County Courthouse (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

69. Discuss and take appropriate action concerning economic development.
70. Discuss and take appropriate action concerning real estate.



71. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

**a. General:**

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

**b. Litigation:**

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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
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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:**

1. Property damage and personal injury claims from Emkay, Inc. and Helmsman Management Services, Inc. for vehicle incident occurring on or about 01/09/2023 at Hwy 29 near Patriot Way.

**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.

**72.** 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.

**73.** Comments from Commissioners.

**74.** 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 25th day of August 2023 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session****3.****Meeting Date:** 08/29/2023

Debt Service LIT 8/29/23

**Submitted For:** Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Consent

---

**Information****Agenda Item**

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

**Background**

To recognize the associated expenditures for the defeasance and redemption of certain county bonds approved on the August 15, 2023, Commissioners Court Agenda.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0600.0600.006901	Debt Defeasance	\$29,996,117.82
To	0600.0600.004098	Pymt to Refunding Escrow Agent	\$29,978,787.82
To	0600.0600.004099	Bond Issuance Costs	\$17,330.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 08/23/2023

**Reviewed By**

Becky Pruitt

**Date**

08/23/2023 01:55 PM

Started On: 08/22/2023 03:23 PM

**Commissioners Court - Regular Session****4.****Meeting Date:** 08/29/2023

LIT

**Submitted For:** Russ Boles**Submitted By:** Amalia Puentes-Zuazua, Commissione  
Pct. #4**Department:** Commissioner Pct. #4**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Commissioner Precinct 4.

**Background**

This transfer is needed for the reimbursement of travel expenses on County Judges &amp; Commissioners Association Conference for June 26, 2023.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0214.004231	Travel	\$1,496.88
To	0100.0214.004232	Training Conference Seminars	\$1,496.88

---

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

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Amalia Puentes-Zuazua

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

08/24/2023 12:00 PM

08/24/2023 12:36 PM

Started On: 08/24/2023 09:48 AM

**Commissioners Court - Regular Session****5.****Meeting Date:** 08/29/2023

Line Item Transfer

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

---

**Information****Agenda Item**

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

**Background**

An email was sent to the court on 8/10/2023 regarding shortages in the All County Courts budget. On August 22nd, 2023 a line item transfer was submitted moving available funds around within the All County Courts budget. At this time, several lines are insufficient to pay remaining invoices. This transfer from Non-Departmental should cover projected deficits in these particular lines through the end of the fiscal year.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non Dept/Contingencies	\$326,000
TO	0100-0425-004131	All Cty Cts/Family Cases/CAP	\$3,000
TO	0100-0425-004134	All Cty Cts/Misd Cases CAP	\$250,000
TO	0100-0425-004136	All Cty Cts/Other MH Cases CAP	\$15,000
TO	0100-0425-004141	All Cty Cts/Interpreters	\$20,000
TO	0100-0425-004161	All Cty Cts/Child Ct Aptd Atty	\$38,000

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

**Date**

08/24/2023 10:34 AM

Started On: 08/24/2023 10:09 AM

**Commissioners Court - Regular Session****6.****Meeting Date:** 08/29/2023

Line Item Transfer - PCT 2 Constable

**Submitted For:** Cynthia Long**Submitted By:** Willaim Beechinor, Commissioner Pct.  
#2**Department:** Commissioner Pct. #2**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Constable, Precinct 2.

**Background**

Requesting approval of transfer of funds from line item 003008-Law Enforcement Equipment to 003001 Small Tools and Equipment to cover cost of portable gas powered generator, two portable 24 inch industrial fans and extension cords for use at community events where Precinct 2 Constables Office has set up their booth with educational and outreach materials. Generator provides power for the portable fans to allow personnel a degree of comfort during these events which can be from 4 to 8 hours in length.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0552-003008	Law Enforcement Equipment	1075.00
To	0100-0552-003001	Small Tools & Equipment	1075.00

---

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

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Willaim Beechinor

Final Approval Date: 08/21/2023

**Reviewed By**

Becky Pruitt

**Date**

08/21/2023 01:16 PM

Started On: 08/18/2023 04:26 PM

**Commissioners Court - Regular Session**

7.

**Meeting Date:** 08/29/2023

Line Item Transfer

**Submitted For:** D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Consent

---

**Information****Agenda Item**

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

**Background**

The transfer is being requested to fund the budget lines for the remainder of the year.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0475.003003	Radio Equipment	\$1,000.00
From	0100.0475.003900	Membership Dues	\$500.00
From	0100.0475.004212	Postage	\$1,500.00
From	0100.0475.004932	Trial Expenses	\$3,000.00
From	0100.0475.004902	Co Atty Leg Supp	\$2,468.02
From	0100.0475.003006	Office Equipment	\$1,000.00
From	0100.0475.003010	Computer Equipment	\$2,000.00
From	0100.0475.003100	Office Supplies	\$1,049.00
From	0100.0475.003398	Flash Drives/DVD	\$1,552.50
To	0100.0475.003901	Publications/Books/Periodicals	\$52.50
To	0100.0475.001107	Temp Labor-Seasonal Help	\$11,582.00
To	0100.0475.002010	FICA	\$886.02
To	0100.0475.003011	Computer Software	\$1,000.00
To	0100.0475.004510	Facility Repairs	\$549.00

---

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

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Stephanie Lloyd

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

08/24/2023 11:58 AM

08/24/2023 12:36 PM

Started On: 08/24/2023 09:01 AM

**Commissioners Court - Regular Session****8.****Meeting Date:** 08/29/2023

Line Item Transfer for Parks Department

**Submitted For:** Russell Fishbeck**Submitted By:** Russell Fishbeck, Parks**Department:** Parks**Agenda Category:** Consent**Information****Agenda Item**

Discuss, consider and take appropriate action on line item transfers for the Parks Department.

**Background**

Primary transfer of funds is necessary to meet increased costs associated with utility related expenses. Other fund transfers are associated with park operations in the areas of replacing/adding various informational signs, acquiring several small tool items and making necessary repairs to equipment.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
FROM	0100.0510.003005	Office Furniture < \$5,000	\$4,900.00
FROM	0100.0510.003010	Computer Equipment < \$5,000	\$791.77
FROM	0100.0510.003011	Computer Software < \$5,000	\$300.50
FROM	0100.0510.003115	Computer Supplies	\$439.65
FROM	0100.0510.003120	Printer Supplies	\$597.01
FROM	0100.0510.003319	Extermination	\$2,204.02
FROM	0100.0510.003541	Contract Mowing	\$987.00
FROM	0100.0510.003601	Employee Recognition	\$99.03
FROM	0100.0510.003900	Membership Dues	\$500.00
FROM	0100.0510.004100	Professional Services	\$3,740.22
FROM	0100.0510.004211	Telephone Services	\$1,600.00
FROM	0100.0510.004212	Postage	\$217.00
FROM	0100.0510.004311	Advertising - General	\$2,785.69
FROM	0100.0510.004350	Printed Materials & Binding	\$1,752.00
FROM	0100.0510.004410	Bond Premiums	\$117.00
FROM	0100.0510.004415	Vehicle Insurance Deductible	\$3,000.00
FROM	0100.0510.004500	Maintenance Services	\$1,000.00
FROM	0100.0510.004515	Trail Maintenance	\$1,350.00
FROM	0100.0510.004542	Grounds Maintenance	\$1,600.00
FROM	0100.0510.004620	Furniture/Equipment Rental	\$6,000.00
FROM	0100.0510.005003	Equipment > \$5,000	\$1,894.78
TO	0100.0510.003001	Small Equip & Tools < \$5,000	\$1,894.70
TO	0100.0510.003553	Signs	\$5,100.00
TO	0100.0510.004231	Travel	\$1,500.00



TO	0100.0510.004430	Utilities	\$21,540.75
TO	0100.0510.004543	Repairs to Equipment	\$5,740.22
TO	0100.0510.004705	Pre-employment Screening	\$100.00

### Attachments

*No file(s) attached.*

### Form Review

#### Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Russell Fishbeck

Final Approval Date: 08/24/2023

#### Reviewed By

Becky Pruitt

Ashlie Holladay

#### Date

08/24/2023 10:12 AM

08/24/2023 10:42 AM

Started On: 08/23/2023 07:42 PM

**Commissioners Court - Regular Session****9.****Meeting Date:** 08/29/2023

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 two line item transfers. The first transfer in the amount of \$1,000.00 to pre-employment drug screening and the second transfers of \$1,300.00 to pre-employment physicals. It is our request that both of these transfers totaling \$2,300.00 come out of the Juvenile Services computer software line. In this fiscal year, Juvenile Services has experienced an increased number of job vacancies and continues to interview and process potential candidates for these openings. We believe these transfers should cover expenses for the remainder of the fiscal year.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0576.003011	Computer Software	\$1,000.00
To	0100.0576.004705	Pre-Employment Screening	\$1,000.00
From	0100.0576.003011	Computer Software	\$1,300.00
To	0100.0576.004718	Pre-Employment Physical	\$1,300.00

---

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

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Denise Carlson

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

Ashlie Holladay

**Date**

08/24/2023 10:33 AM

08/24/2023 10:42 AM

Started On: 08/24/2023 10:05 AM

**Commissioners Court - Regular Session****10.****Meeting Date:** 08/29/2023

Line Item Transfer

**Submitted By:** Hilary Martin, 911 Communications**Department:** 911 Communications**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for 911 Communications for inventory labels.

**Background**

This line item transfer is needed to purchase inventory labels.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM:	0100-0581-003001	Small equipment/tools	\$1000
TO:	0100-0581-004350	Printed Materials	\$1000

---

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

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Hilary Martin

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

08/24/2023 11:52 AM

08/24/2023 12:36 PM

Started On: 08/23/2023 10:08 AM

**Commissioners Court - Regular Session****11.****Meeting Date:** 08/29/2023

Line Item Transfer

**Submitted By:** Hilary Martin, 911 Communications**Department:** 911 Communications**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for 911 Communications for insurance deductible for vehicle repairs.

**Background**

This line item transfer is needed to cover the insurance deductible for vehicle repairs.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM:	0100-0581-004415	Vehicle Insurance Deductible	\$3,000
TO:	0100-0581-004541	Vehicle Maintenance	\$3,000

---

**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Hilary Martin

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

08/24/2023 12:08 PM

08/24/2023 12:39 PM

Started On: 08/24/2023 10:47 AM

**Commissioners Court - Regular Session****12.****Meeting Date:** 08/29/2023

Line Item Transfer

**Submitted For:** Mike Gleason**Submitted By:** Virginia Johnson, Sheriff**Department:** Sheriff**Agenda Category:** Consent

---

**Information****Agenda Item**

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

**Background**

A line item transfer is requested to cover the shortfall in Computer Software < \$5K due to insufficient funds. This transfer is to cover cost for the Zebra Ticket Writers prorated iOS license. Coverage period is July 2023 - Dec 2023. I.T. will cover cost after Dec 2023. Please direct questions to Virginia Johnson.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM:	0100.0560.003008	LE Equipment < \$5k	\$3,000.00
TO:	0100.0560.003011	Computer Software < \$5k	\$3,000.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Virginia Johnson

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

Ashlie Holladay

**Date**

08/24/2023 09:02 AM

08/24/2023 09:17 AM

Started On: 08/23/2023 04:42 PM

**Commissioners Court - Regular Session****13.****Meeting Date:** 08/29/2023

Line Item Transfer

**Submitted For:** Mike Gleason**Submitted By:** Abigail Dass, Sheriff**Department:** Sheriff**Agenda Category:** Consent

---

**Information****Agenda Item**

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

**Background**

This transfer is being requested to cover repair costs for equipment located in the Williamson County Jail Kitchen. Aramark Services Inc, is required to pay for repairs to all equipment used to prepare meals for inmates and staff in the Williamson County Jail Kitchen up to a \$25,000. According to the Jail Inmate Food Service Contract #21RFP4, once they have exceeded the \$25,000 limit in repairs, the Williamson County Sheriff's Office is responsible for the remaining repair costs.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0570.004705	Pre-Employment Screening	\$8,500.00
From	0100.0570.003311	Uniforms	\$4,500.00
From	0100.0570.004548	Radio Repairs & Maintenance	\$2,400.00
To	0100.0570.004512	Kitchen Maintenance & Repair	\$15,400.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Abigail Dass

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

Ashlie Holladay

**Date**

08/24/2023 09:01 AM

08/24/2023 09:16 AM

Started On: 08/23/2023 04:10 PM

**Commissioners Court - Regular Session****14.****Meeting Date:** 08/29/2023

08-29-2023 LIT

**Submitted For:** Kevin Teller**Submitted By:** Edward Pospisil, Infrastructure**Department:** Infrastructure**Division:** Fleet Services**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action concerning a Line Item Transfer for Fleet Services.

**Background**

Unforeseen repairs are projected to deplete our parts line item funds earlier than anticipated for the current fiscal year. This transfer will assist getting through the fiscal year.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0882.0882.003303	Oil,Grease	\$16,000
To	0882.0882.003523	Parts	\$16,000

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Edward Pospisil

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

**Date**

08/24/2023 12:00 PM

Started On: 08/24/2023 10:30 AM

**Commissioners Court - Regular Session****15.****Meeting Date:** 08/29/2023

Property Tax Refunds – Over 2500 – Thru 08/17/2023

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

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 thru 08/17/2023 for the Williamson County Tax Assessor/Collector.

**Background**

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**Fiscal Impact**

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

071123-081723 Refunds Over 2500

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 08/21/2023

**Reviewed By**

Becky Pruitt

**Date**

08/21/2023 01:10 PM

Started On: 08/18/2023 11:58 AM





Date: August 17, 2023

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Larry Gaddes PCAC, C T A  
Tax Assessor/Collector

Subject: Property Tax Refunds

---

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

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

Thank you.

**Main Office and Mailing Address:**

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

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

**Annex Locations:**

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

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

3:44 PM  
08/16/23

Property Tax  
**Account QuickReport**  
As of August 17, 2023

---

Type	Date	Num	Name	Memo	Amount
<b>Refunds Payable - Taxpayers</b>					
Check	08/14/2023	98762	LOANDEPOT	R032486 - Overpayment	-3,657.35
Total Refunds Payable - Taxpayers					-3,657.35
<b>TOTAL</b>					<b>-3,657.35</b>

**Commissioners Court - Regular Session****16.****Meeting Date:** 08/29/2023

Termination ESO APFD

**Submitted By:** Hal Hawes, General Counsel**Department:** General Counsel**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a Notice of Termination of First Amended and Restated Emergency Service Organizations Agreement dated January 31, 2023 and being between Williamson County and Avery Pickett Fire Department.

**Background**

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**Fiscal Impact**

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

Notice of Termination - Avery Pickett Fire Department

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

**Date**

08/24/2023 10:34 AM

Started On: 08/24/2023 10:26 AM



**GENERAL COUNSEL**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**

401 W 6<sup>TH</sup> STREET, GEORGETOWN, TEXAS 78626

**HAL C. HAWES**  
GENERAL COUNSEL

**SHANNON C. FRANCIS**  
Assistant General Counsel

**JACQUELINE LENTZ**  
Assistant General Counsel

**ELLYSSA COLLINSWORTH-STEWART**  
Assistant General Counsel

**August 29, 2023**

**Dennis Bostrom**  
**Avery Pickett Fire Department**

**By Email Only:**  
[dbostrom02@gmail.com](mailto:dbostrom02@gmail.com);  
[avery.pickett503@gmail.com](mailto:avery.pickett503@gmail.com)

**John Shelton**  
**Avery Pickett Fire Department**

**By Email Only:**  
[johnshelton114@gmail.com](mailto:johnshelton114@gmail.com)

**RE: Notice of Termination of First Amended and Restated Emergency Service Organizations Agreement being dated effective January 31, 2023 (“First Amended Agreement”)**

Dear Gentlemen,

On Friday July 28, 2023, John Shelton informed Williamson County Senior Director of Emergency Services, Chief Chris Connealy, by email that the Board of the Avery Pickett Fire Department (“APFD”) unanimously voted to disband immediately, and to cease all operations. The closure of APFD was thereafter confirmed in a communication between Chief Connealy and Dennis Bostrom on Monday, July 31, 2023.

Prior to the closure of APFD, Williamson County EMS Captain Nicholas Moore provided a written notice of breach to APFD on July 19, 2023 informing APFD of its failure to maintain a current and valid First Responder Organization (FRO) certification and registration with the Texas Department of State Health Services, as required by the First Amended Agreement. Captain Moore’s notice of breach is attached hereto. Captain Moore set forth in the notice of breach that the breach must be cured within thirty (30) days of receipt of the notice. Such thirty (30) day cure period has expired.

In addition to APFD’s breach in relation to the FRO certification and registration, APFD has not performed or complied with any of the other obligations under the First Amended Agreement and is not capable of performing or curing them due to its closure in July of 2023.

Please let this letter serve as written notice of termination to APFD due to the above-described breach relating to APFD’s failure to maintain a current and valid First Responder Organization (FRO) certification and registration with the Texas Department of State Health Services, as well as due to non-compliance with all other terms of the First Amended Agreement.

The effective date of termination of the First Amended Agreement as to APFD shall be August 29, 2023. Following the effective date of termination, APFD shall no longer receive any funding or any other rights, privileges, or benefits under the First Amended Agreement.

Williamson County would like to thank the APFD for its prior services to the citizens of Williamson County, Texas.

Sincerely,

A handwritten signature in blue ink, appearing to read "Hal C. Hawes", is written over a light gray rectangular background.

Hal C. Hawes  
General Counsel

**From:** [Nicholas Moore](#)  
**To:** [Dennis R. Bostrom](#)  
**Cc:** [Mike Knipstein](#); [Taylor Ratcliff](#)  
**Subject:** APVFD DSHS License Expiration  
**Date:** Wednesday, July 19, 2023 1:01:00 PM  
**Attachments:** [Avery Pickett Organizational Agreement.pdf](#)  
[Avery Pickett Agreement Medical Director - FRO V.4 \(1\).pdf](#)

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Chief Bostrum,

In part of our conversations we've spoken about the expiration of the Avery Pickett FRO certification with Texas DSHS. These kind of things do happen from time to time and are addressed in the Emergency Services Organization agreement. It states a 30 day grace period for the FRO to have the license reinstated with Texas DSHS, but that time period can be extended with proof that the organization is making attempts to reinstate the license. We're all a team here and want to work together with the understanding we're all here to help the citizens of Williamson County. Can you please reply all with some of the things you're doing in an attempt to recertify?

If you have any questions, please let me know and I'm happy to help as much as I can. I've attached the completed Organizational and Medical Director agreements. I believe you'll need them as part of the recertification process.

Thank you, Chief

Nicholas Moore BS, Licensed Paramedic, TM  
Captain-Williamson County EMS

NOTICE OF CONFIDENTIALITY: The information in this communication is confidential and intended only for the exclusive use of the addressee. The copying, distribution, or other use of this communication by the addressee or any other person or entity is prohibited. If you have received this communication by mistake, please notify the sender immediately and destroy all forms of this communication (electronic or paper). Thanks for your cooperation

## **WILLIAMSON COUNTY EMERGENCY MEDICAL FIRST RESPONDER ORGANIZATION AGREEMENT**

**Williamson County EMS** shall be an EMS provider currently licensed by the Department of State Health Services (DSHS). **Taylor Volunteer Fire Department DBA Avery Pickett Fire Department FRO** shall be a first responder organization (FRO) currently registered by the Department of State Health Services rule 157.14. FRO is an individual(s) or an organization which:

- Routinely responds to medical emergency situations
- Utilizes emergency medical service (EMS) personnel certified by Texas DSHS •
- Provide on-scene patient care; and
- Do not transport patients

**Williamson County EMS** ambulances will, when resources are available, transport patients from within the Williamson County geographical area served by the **Taylor Volunteer Fire Department DBA Avery Pickett Fire Department FRO**. Patient treatment and/or patient refusal of treatment will be done according to the standards defined in the Williamson County EMS Scope of Care and approved by the Williamson County EMS Medical Director.

### Ambulance Cancellation

**Williamson County EMS** ambulances may be cancelled if:

1. There is no patient on-scene
2. There is no person on-scene who may be defined as a patient
3. The patient is obviously deceased as a result of a condition incompatible with life.

For any reason or operational preference, First Responder Organizations may choose NOT to cancel **Williamson County EMS** ambulances at any time.

A **Williamson County EMS** ambulance may be cancelled by **Taylor Volunteer Fire Department DBA Avery Pickett Fire Department FRO** WITH a patient on-scene which necessitates a written refusal of medical care to be documented by **Taylor Volunteer Fire Department DBA Avery Pickett Fire Department FRO**. The document (form or format) used for this purpose must be approved by the EMS Medical Director and Deputy Director. Once a **Williamson County EMS** paramedic unit arrives or medical care has been initiated, patient transport and/or patient refusal of transport documentation will be done by **Williamson County EMS** paramedic personnel only.

### Transport Decisions

Transport and destination of transport decisions will be determined by **Williamson County EMS**. Air medical transport resources may be requested and cancelled as deemed appropriate by the responding FRO or EMS unit.

### Chain of Command

On-scene chain of command, within the **Taylor Volunteer Fire Department DBA Avery Pickett Fire Department FRO** response area, will follow the national incident management system (NIMS) with **Taylor Volunteer Fire Department DBA Avery Pickett Fire Department FRO** providing the Incident Commander and Williamson County EMS providing the Medical Branch of the Operations Section as needed. EMS personnel shall be in charge of patient treatment & transport once on-scene. Law Enforcement personnel may assume the Incident Commander role in the case of a crime scene.

First responder personnel generally will not accompany the patient to the transport destination unless requested by EMS paramedic personnel or as needed for continuing education purposes. EMS paramedic personnel shall be in charge of patient treatment during transport. **Williamson County EMS** will make every attempt to return **Taylor Volunteer Fire Department DBA Avery Pickett Fire Department FRO** personnel. System response needs may result in significant delays in the return of **Taylor Volunteer Fire Department DBA Avery Pickett Fire Department FRO** personnel.

# WILLIAMSON COUNTY EMERGENCY MEDICAL FIRST RESPONDER ORGANIZATION AGREEMENT

## Patient Confidentiality

The **Taylor Volunteer Fire Department DBA Avery Pickett Fire Department FRO** will develop and comply with a patient confidentiality policy designed to secure all patient records and information at all times. The First Responder Organization will also ensure the Organization and its members comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and provide requisite proof of initial or ongoing training. The Organization's patient confidentiality policy must also address a patient record release procedure approved by the Williamson County EMS Custodian of Records.

## Quality Improvement

The **Taylor Volunteer Fire Department DBA Avery Pickett Fire Department FRO** system-credentialed responders must be authorized by the department to fully participate in the Quality Improvement process as required by the Medical Director. This process includes participation in in-person call reviews, documentation reviews and continuing education as outlined in the **Williamson County EMS System First Responder Organization SOG's**. Responders must fully participate to retain system credentialing.

## Responder Identification

Based on Texas Department of State Health Services Rule 157.14(e)(4) the **Taylor Volunteer Fire Department DBA Avery Pickett Fire Department FRO** and **Williamson County EMS** shall agree on the following:

- Response availability days of the week & times of the day
- First responder identification tag that conspicuously shows responder's name, agency's name, responder's state certification level and responder's system credentialing level. (The agency name and responder's state certification level may be designated by the responder's uniform). The ID tag must meet the following requirements:
  - Must have responder's photo
  - Indicates the responder's name, agency and state certification level
  - Indicates the responder's system credentialing level using the following color code.
    - The color code is prominently placed on the ID tag as a border or background.
    - Maroon Border – responder credentialing at Paramedic level
    - Gold Border –responders credentialing at the FRP level
    - Green Border –responder credentialing at the AEMT level
    - Blue Border –responder credentialing at EMT level
    - Orange Border – responder credentialing at CFR level
    - No color Border – trained or untrained personnel who are not credentialed to provide any patient care
- First responder identification tag must be prominently displayed when interacting with the patient and when patient care is being rendered

## Other Requirements

In addition to the above, the **Taylor Volunteer Fire Department DBA Avery Pickett Fire Department FRO** will also:

- Provide a copy of the organization's response policy addressing code of responses
- Ensure a copy of the current Williamson County EMS Scope of Care, approved Medical Equipment list, and First Responder organization certification is provided on all apparatus/vehicles responding to medical incidents
- Ensure all system credentialed responders maintain current Texas Department of State Health Services certification or licensure at or above the system credentialing level
- Report to the Medical Director any disciplinary actions imposed on a credentialed responder
- **Taylor Volunteer Fire Department DBA Avery Pickett Fire Department FRO** agrees to provide care at the minimum of CFR credential level as defined in the WCEMS System SOC's.



**WILLIAMSON COUNTY EMERGENCY MEDICAL  
FIRST RESPONDER ORGANIZATION  
AGREEMENT**

Williamson County EMS will not be responsible for supplying, maintaining, or retrieving the Taylor Volunteer Fire Department DBA Avery Pickett Fire Department FRO equipment or supplies. Williamson County EMS will replace supplies used by the Taylor Volunteer Fire Department DBA Avery Pickett Fire Department FRO while on the scene, on a one for one basis provided the Taylor Volunteer Fire Department DBA Avery Pickett Fire Department FRO does not bill the patient for these same items. Taylor Volunteer Fire Department DBA Avery Pickett Fire Department FRO assumes any and all associated liability related to patient care rendered by Taylor Volunteer Fire Department DBA Avery Pickett Fire Department FRO personnel. Williamson County EMS shall not be responsible for care rendered, accidents, injuries, exposures or any liability involving Taylor Volunteer Fire Department DBA Avery Pickett Fire Department FRO, Taylor Volunteer Fire Department DBA Avery Pickett Fire Department FRO personnel, equipment, supplies or vehicles.

In the event any discrepancies arise between Williamson County EMS and Taylor Volunteer Fire Department DBA Avery Pickett Fire Department FRO personnel relating to patient care or transport, the respective Department Chiefs/Directors shall be advised. A meeting will be arranged for all personnel involved with the Williamson County Medical Director (clinical issues) and/or the Williamson County EMS Deputy Director (operational issues). This will be done to prevent any problems from creating animosity between departments, thus adversely affecting patient care.

The Taylor Volunteer Fire Department DBA Avery Pickett Fire Department FRO will function under the most current Williamson County EMS System Scope of Care.

Further definition of elements herein can be viewed in the Williamson County EMS Scope of Care.

Either party may cancel this agreement with a 60-day advance written notice.

This document supersedes previous agreements.

**Taylor Volunteer Fire Department DBA Avery Pickett Fire Department FRO:**

\_\_\_Dennis R. Bostrom *Dennis R. Bostrom* Intuit Fire Chief \_\_\_ 7/18/2023

**Williamson County EMS:**

Mike Knipstein *[Signature]* Director 7/19/2023  
(print name) (signature) (title) (date)

**Williamson County EMS:**

Taylor K. Ratcliff, MD *[Signature]* Medical Director 7/19/2023  
(print name) (signature) (title) (date)

### **Statement of Medical Direction/Supervision of Pre-Hospital Care**

The purpose of this document is to provide verification of medical direction and supervision of Pre-hospital care delivered by Williamson County First Responder Organizations.

I affirm that I am:

1. A physician licensed to practice medicine in the State of Texas;
2. Familiar with the operation of EMS systems;
3. Experienced in pre-hospital emergency care of acutely ill or injured patients.
4. Actively involved in:
  - the emergency management of acutely ill and/or injured patients,
  - in the medical continuing education of the EMS personnel under my supervision at their respective level of certification,
  - in the medical audit, review, and critique of the EMS personnel performance; and,
  - in the administrative processes affecting the delivery of emergency pre-hospital care;
5. Knowledgeable about local multi-casualty plans;
6. Familiar with dispatch and communications operations of pre-hospital emergency units; and, 7. Knowledgeable about laws and regulations affecting local regional, and state EMS operations.

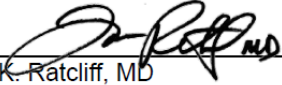
I understand that as medical director, I will:

1. Approve the level of pre-hospital care which may be rendered locally by each of the EMS personnel under my supervision;
2. Establish and monitor compliance with field performance guidelines for EMS personnel;
3. Establish and monitor compliance with training guidelines which meet or exceed Texas Department of State Health Services' EMS certification regulations;
4. Oversee the development, implementation, and revision of protocols and/or standing orders;
5. Direct and effect system audit and quality assurance program;
6. Make formal recommendations on medically related aspects of EMS operations;
7. Function as the primary liaison between EMS administration and the local medical community;
8. Take or recommend appropriate remedial or corrective measures for EMS personnel;
9. Based on due cause, de-credential a system qualified provider barring them from the provision of medical care
10. Develop and implement a comprehensive mechanism for management of patient care incidents, 11.

Ensure that each department under my license adheres to the First Responder Agreement between Williamson County EMS and each respective First Responder Organization.

**Williamson County Emergency Medical Services  
Medical Director – FRO Agreement**

I agree to assume the authority and the responsibility of Medical Director for the **Taylor Volunteer Fire Department DBA Avery Pickett Fire Department** from this date forward. Cancellation of this agreement requires a minimum of a sixty-day written notice of termination by either party. This agreement supersedes any previous agreement.

 Date: 7/19/2023  
Taylor K. Ratcliff, MD  
3189 SE Inner Loop  
Georgetown, TX 78626  
(512) 943-1264

On behalf of the **Taylor Volunteer Fire Department DBA Avery Pickett Fire Department**, I accept the authority and the responsibility of the Medical Director.

*Dennis R. Bostrom* Date: 7/18/2023

**Taylor Volunteer Fire Department DBA Avery Pickett Fire Department, Fire Chief**

**Commissioners Court - Regular Session****17.****Meeting Date:** 08/29/2023

Anderson Mill Limited District Standard Agreement for County Sheriff

**Submitted For:** Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Anderson Mill Limited District for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

**Background**

This renewal agreement gives permission for AMLD to contract County Sheriff deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2023 and will have two additional one year automatic renewals on October 1, 2024 and October 1, 2025. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2026 (FY'27)

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**Fiscal Impact**

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

Anderson Mill Limited District

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 08/21/2023

**Reviewed By**

Becky Pruitt

**Date**

08/21/2023 01:12 PM

Started On: 08/18/2023 02:50 PM

STATE OF TEXAS                   §     STANDARD AGREEMENT WITH  
   §     LOCAL GOVERNMENTAL ENTITY  
   §     REGARDING OFF-DUTY  
   §     CONTRACTING OF COUNTY  
COUNTY OF WILLIAMSON       §     SHERIFF DEPUTIES

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. *LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.*
2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas, intergovernmental risk pool or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
4. The term of this AGREEMENT shall begin Oct 1, 2023 and shall terminate on September 30, 2024, and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1,

2024, and October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of \$13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.
8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicle is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY:

Williamson County Auditor's Office  
Attn: Finance Director  
710 Main Street, Suite 301  
Georgetown, Texas 78626

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.
10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**LGE:**

Name of LGE: Anderson Mill Limited District

Signature: Greg Williams

Printed Name: Greg Williams

Title: District Manager

Date: Aug 18, 2023

**WILLIAMSON COUNTY SHERIFF'S OFFICE:**

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: August 18, 2023

Address of Office: 508 S. Rock St.  
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE TO  
STANDARD AGREEMENT WITH LOCAL  
GOVERNMENT ENTITY REGARDING  
OFF DUTY-DUTY CONTRACTING OF  
COUNTY SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR  
CONFIRMATION OF BUDGETARY AUTHORIZATION  
RELATED TO USE OF  
VEHICLES FOR OFF-DUTY WORK<sup>1</sup>

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: \_\_\_\_\_  
Williamson County Judge or  
Presiding Officer, Williamson County Commissioners Court  
710 Main Street, Suite 105  
Georgetown, Texas 78626

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

<sup>1</sup> Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

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**Commissioners Court - Regular Session****18.****Meeting Date:** 08/29/2023

Williamson County MUD #11 (Tera Vista) Standard Agreement for County Sheriff

**Submitted For:** Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Williamson County MUD #11 for off duty contracting of County Sheriff Deputies to be effective September 1, 2023.

**Background**

This renewal agreement gives permission for Williamson County MUD #11 (Tera Vista) to contract County Sheriff deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The term of this agreement shall begin on September 1, 2023 and will have two additional one year automatic renewals on October 1, 2024 and October 1, 2025. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2026 (FY'27).

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**Fiscal Impact**

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

Tera Vista

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 08/21/2023

**Reviewed By**

Becky Pruitt

**Date**

08/21/2023 01:15 PM

Started On: 08/18/2023 04:15 PM

STATE OF TEXAS	§	STANDARD AGREEMENT WITH
	§	LOCAL GOVERNMENTAL ENTITY
	§	REGARDING OFF-DUTY
	§	CONTRACTING OF COUNTY
COUNTY OF WILLIAMSON	§	SHERIFF DEPUTIES

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County SHERIFF's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the LEA. LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***
2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractor relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or intergovernmental risk pool with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
4. The term of this AGREEMENT shall begin September 1, 2023 and shall terminate on September 30, 2024 and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2024, and

October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of \$13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.
8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY:

Williamson County Auditor's Office  
Attn: Finance Director  
710 Main Street, Suite 301  
Georgetown, Texas 78626

9. LGE agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.
10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**LGE:**

Name of LGE: Williamson County MUD No. 11

Signature: Alan R Tillman

Printed Name: ALAN R TILLMAN

Title: President

Date: August 8<sup>th</sup>, 2023

**WILLIAMSON COUNTY SHERIFF'S OFFICE:**

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: August 18, 2023

Address of Office: 508 S. Rock St.  
Georgetown TX 78626

COUNTERPART SIGNATURE PAGE  
REGARDING COUNTY-VEHICLE USE  
DURING OFF-DUTY SERVICES OF  
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR  
CONFIRMATION OF BUDGETARY AUTHORIZATION  
RELATED TO USE OF  
VEHICLES FOR OFF-DUTY WORK<sup>1</sup>

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: \_\_\_\_\_  
Williamson County Judge or  
Presiding Officer, Williamson County Commissioners Court  
710 Main Street, Suite 105  
Georgetown, Texas 78626

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

<sup>1</sup> Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

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**Commissioners Court - Regular Session****19.****Meeting Date:** 08/29/2023

Q2 Software Vehicle Reimbursement Agreement for County Sheriff

**Submitted For:** Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Q2 Software for off duty contracting of County Sheriff Deputies to be effective October 1, 2023 (10355 Pecan Park Austin, Williamson County Pct #1)

**Background**

This is the annual renewal agreement that will give permission for Q2 Software to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on October 1, 2023 and will terminate on September 30, 2024.

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**Fiscal Impact**

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

Q2 Software

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 08/22/2023

**Reviewed By**

Becky Pruitt

**Date**

08/22/2023 04:47 PM

Started On: 08/22/2023 10:55 AM

STATE OF TEXAS	§	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	§	CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON- GOVERNMENTAL ORGANIZATION.***
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON- GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.





10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: Q2 Software, Inc.

Signature: Andrew McDonald

Printed Name: Andrew McDonald

Title: Director, Corporate Real Estate & Operations

Date: August 18, 2023

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: August 21, 2023

Address of Office: 508 S. Rock St.  
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE  
REGARDING COUNTY-VEHICLE USE  
DURING OFF-DUTY SERVICES OF  
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR  
CONFIRMATION OF BUDGETARY AUTHORIZATION  
RELATED TO USE OF  
VEHICLES FOR OFF-DUTY WORK<sup>2</sup>

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: \_\_\_\_\_  
Williamson County Judge or  
Presiding Officer, Williamson County Commissioners Court  
710 Main Street, Suite 105  
Georgetown, Texas 78626

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

---

<sup>2</sup> Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

**Commissioners Court - Regular Session****20.****Meeting Date:** 08/29/2023

Parkside on the River MUD #1 Standard Agreement for County Sheriff

**Submitted For:** Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Parkside on the River Municipal Utility District #1 for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

**Background**

This renewal agreement gives permission for Parkside on the River MUD #1 to contract County Sheriff deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2023 and will have two additional one year automatic renewals on October 1, 2024 and October 1, 2025. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2026 (FY'27)

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**Fiscal Impact**

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

Parkside on the River MUD #1

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 08/21/2023

**Reviewed By**

Becky Pruitt

**Date**

08/21/2023 01:14 PM

Started On: 08/18/2023 03:13 PM

STATE OF TEXAS	§	STANDARD AGREEMENT WITH
	§	LOCAL GOVERNMENTAL ENTITY
	§	REGARDING OFF-DUTY
	§	CONTRACTING OF COUNTY
COUNTY OF WILLIAMSON	§	SHERIFF DEPUTIES

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. *LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.*
2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
4. The term of this AGREEMENT shall begin October 1, 2023 and shall terminate on September 30, 2024 and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1, 2024, and

October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of \$13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.
8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicles is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

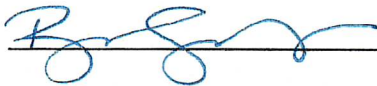
COUNTY:

Williamson County Auditor's Office  
Attn: Finance Director  
710 Main Street, Suite 301  
Georgetown, Texas 78626

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.
10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**LGE:**

Name of LGE: Parkside on the River Municipal Utility District No. 1

Signature: 

Printed Name: Blake Sayers


Title: President, Board of Directors

Date: August 16, 2023

**WILLIAMSON COUNTY SHERIFF'S OFFICE:**

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: 

Date: August 18, 2023

Address of Office: 508 S. Rock St.  
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE  
TO STANDARD AGREEMENT WITH  
LOCAL GOVERNMENTAL ENTITY  
REGARDING OFF-DUTY  
CONTRACTING OF COUNTY  
SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR  
CONFIRMATION OF BUDGETARY AUTHORIZATION  
RELATED TO USE OF  
VEHICLES FOR OFF-DUTY WORK<sup>1</sup>

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: \_\_\_\_\_  
Williamson County Judge or  
Presiding Officer, Williamson County Commissioners Court  
710 Main Street, Suite 105  
Georgetown, Texas 78626

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

<sup>1</sup> Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

**Commissioners Court - Regular Session****21.****Meeting Date:** 08/29/2023

Fellowship Church Vehicle Reimbursement Agreement for County Sheriff

**Submitted For:** Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Fellowship Church for off duty contracting of County Sheriff Deputies to be effective October 1, 2023. (Traffic control & security during various church services in Round Rock)

**Background**

This is the annual renewal agreement that will give permission for Fellowship Church to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage. This agreement will begin on October 1, 2023 and will terminate on September 30, 2024.

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**Fiscal Impact**

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

Fellowship Church

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 08/22/2023

**Reviewed By**

Becky Pruitt

**Date**

08/22/2023 04:46 PM

Started On: 08/22/2023 09:26 AM



STATE OF TEXAS	§	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	§	CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on October 1, 2023 and shall terminate on September 30, 2024. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.<sup>1</sup>
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$13.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA:

At the address set forth on signature page below

COUNTY:

Williamson County Auditor's Office  
Attn: Finance Director  
710 Main Street, Suite 301  
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

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<sup>1</sup> It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: The Fellowship Church

Signature: [Signature]

Printed Name: OMAR S. GARCIA

Title: Elder

Date: 6/26/2023

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Sheriff

Printed Name of Official: Michael T. Glegson

Signature of Official: [Signature]

Date: August 21, 2023

Address of Office: 508 S. Rock St.  
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE  
REGARDING COUNTY-VEHICLE USE  
DURING OFF-DUTY SERVICES OF  
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR  
CONFIRMATION OF BUDGETARY AUTHORIZATION  
RELATED TO USE OF  
VEHICLES FOR OFF-DUTY WORK<sup>2</sup>

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: \_\_\_\_\_  
Williamson County Judge or  
Presiding Officer, Williamson County Commissioners Court  
710 Main Street, Suite 105  
Georgetown, Texas 78626

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

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<sup>2</sup> Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

**Commissioners Court - Regular Session****22.****Meeting Date:** 08/29/2023

Taylor Rodeo Association Vehicle Reimbursement Agreement for County Sheriff

**Submitted For:** Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Taylor Rodeo Association for off duty contracting of County Sheriff Deputies to be effective October 1, 2023 (Security/Traffic control for Taylor Rodeo events at the Williamson County Expo Center)

**Background**

This is the annual renewal agreement that will give permission for Taylor Rodeo Association to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on October 1, 2023 and will terminate on September 30, 2024.

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**Fiscal Impact**

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

Taylor Rodeo Association

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 08/22/2023

**Reviewed By**

Becky Pruitt

**Date**

08/22/2023 04:46 PM

Started On: 08/22/2023 09:46 AM

STATE OF TEXAS	§	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	§	CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on October 1, 2023 and shall terminate on September 30, 2024. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.<sup>1</sup>
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$13.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA:

At the address set forth on signature page below

COUNTY:

Williamson County Auditor's Office  
Attn: Finance Director  
710 Main Street, Suite 301  
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

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<sup>1</sup> It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

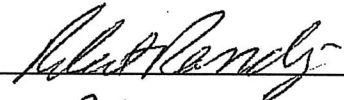


10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: Taylor Roden Association

Signature: 

Printed Name: Robert Randig

Title: Treasurer

Date: 8/18/2023, 2023

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: 

Date: August 21, 2023

Address of Office: 508 S. Rock St.  
Georgetown, TX 78626



COUNTERPART SIGNATURE PAGE  
REGARDING COUNTY-VEHICLE USE  
DURING OFF-DUTY SERVICES OF  
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR  
CONFIRMATION OF BUDGETARY AUTHORIZATION  
RELATED TO USE OF  
VEHICLES FOR OFF-DUTY WORK<sup>2</sup>

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: \_\_\_\_\_  
Williamson County Judge or  
Presiding Officer, Williamson County Commissioners Court  
710 Main Street, Suite 105  
Georgetown, Texas 78626

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

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<sup>2</sup> Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

**Commissioners Court - Regular Session****23.****Meeting Date:** 08/29/2023

City National Bank Vehicle Reimbursement Agreement for County Sheriff

**Submitted For:** Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with City National Bank for off duty contracting of County Sheriff Deputies to be effective October 1, 2023 (Security for ATM refills in Eastern Williamson County).

**Background**

This is the annual renewal agreement that will give permission for City National Bank to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on October 1, 2023 and will terminate on September 30, 2024.

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**Fiscal Impact**

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

City National Bank

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 08/22/2023

**Reviewed By**

Becky Pruitt

**Date**

08/22/2023 04:47 PM

Started On: 08/22/2023 10:26 AM

STATE OF TEXAS	§	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	§	CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON- GOVERNMENTAL ORGANIZATION.***
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON- GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on OCTOBER 1, 2023 and shall terminate on September 30, 2024. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.<sup>1</sup>
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$13.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA:

At the address set forth on signature page below

COUNTY:

Williamson County Auditor's Office  
Attn: Finance Director  
710 Main Street, Suite 301  
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

---

<sup>1</sup> It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: City NATIONAL BANK

Signature: Steven Kovar OF TAYLOR

Printed Name: STEVEN KOVAR

Title: VICE President

Date: 8-18, 2023

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: August 21, 2023

Address of Office: 508 S. Rock St.  
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE  
REGARDING COUNTY-VEHICLE USE  
DURING OFF-DUTY SERVICES OF  
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR  
CONFIRMATION OF BUDGETARY AUTHORIZATION  
RELATED TO USE OF  
VEHICLES FOR OFF-DUTY WORK<sup>2</sup>

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: \_\_\_\_\_  
Williamson County Judge or  
Presiding Officer, Williamson County Commissioners Court  
710 Main Street, Suite 105  
Georgetown, Texas 78626

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

---

<sup>2</sup> Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

**Commissioners Court - Regular Session****24.****Meeting Date:** 08/29/2023

Celebration Church Vehicle Reimbursement Agreement for County Sheriff

**Submitted For:** Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Celebration Church for off duty contracting of County Sheriff Deputies to be effective October 1, 2023 (Traffic control and security during various church services)

**Background**

This is the annual renewal agreement that will give permission for Celebration Church to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on October 1, 2023 and will terminate on September 30, 2024.

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**Fiscal Impact**

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

Celebration Church

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

**Date**

08/24/2023 12:03 PM

Started On: 08/24/2023 11:25 AM

STATE OF TEXAS	§	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	§	CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON- GOVERNMENTAL ORGANIZATION.***
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON- GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.



4. The term of this AGREEMENT shall begin on October 1st, 2023 and shall terminate on September 30, 20<sup>24</sup>. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.<sup>1</sup>
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$13.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below

COUNTY: Williamson County Auditor's Office  
Attn: Finance Director  
710 Main Street, Suite 301  
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

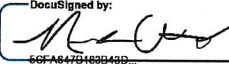
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<sup>1</sup> It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: Celebration Church

Signature:  Michael T. Glegson

Printed Name: Celebration Business Executive

Title: Executive Director & CFO

Date: 8/23/2023, 2023

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Sheriff

Printed Name of Official: Michael T. Glegson

Signature of Official:  Michael T. Glegson

Date: August 24, 2023

Address of Office: 508 S. Rock St.  
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE  
REGARDING COUNTY-VEHICLE USE  
DURING OFF-DUTY SERVICES OF  
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR  
CONFIRMATION OF BUDGETARY AUTHORIZATION  
RELATED TO USE OF  
VEHICLES FOR OFF-DUTY WORK<sup>2</sup>

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: \_\_\_\_\_  
Williamson County Judge or  
Presiding Officer, Williamson County Commissioners Court  
710 Main Street, Suite 105  
Georgetown, Texas 78626

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

---

<sup>2</sup> Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

**Commissioners Court - Regular Session****25.****Meeting Date:** 08/29/2023

Grace Bible Church Vehicle Reimbursement Agreement for County Sheriff

**Submitted For:** Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Grace Bible Church for off duty contracting of County Sheriff Deputies to be effective October 1, 2023 (Security for Sunday morning services at church in Georgetown)

**Background**

This is the annual renewal agreement that will give permission for Grace Bible Church to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on October 1, 2023 and will terminate on September 30, 2024.

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**Fiscal Impact**

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

Grace Bible Church

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

**Date**

08/24/2023 12:05 PM

Started On: 08/24/2023 11:38 AM

STATE OF TEXAS	§	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	§	CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

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5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.<sup>1</sup>
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$13.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
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LEA:

At the address set forth on signature page below

COUNTY:

Williamson County Auditor's Office  
Attn: Finance Director  
710 Main Street, Suite 301  
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

---

<sup>1</sup> It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.




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11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: Grace Bible Church

Signature: 

Printed Name: Keith Kilpatrick

Title: Executive Pastor

Date: ~~21~~ August 21, 2023

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: 

Date: August 24, 2023

Address of Office: 508 S. Rock St.  
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE  
REGARDING COUNTY-VEHICLE USE  
DURING OFF-DUTY SERVICES OF  
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR  
CONFIRMATION OF BUDGETARY AUTHORIZATION  
RELATED TO USE OF  
VEHICLES FOR OFF-DUTY WORK<sup>2</sup>

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: \_\_\_\_\_  
Williamson County Judge or  
Presiding Officer, Williamson County Commissioners Court  
710 Main Street, Suite 105  
Georgetown, Texas 78626

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

---

<sup>2</sup> Including, but not limited to fuel, insurance, and maintenance of county-owned assets.



**Commissioners Court - Regular Session****26.****Meeting Date:** 08/29/2023

Approval of updates and revisions to Purchasing Manual

**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving additional revisions to the Purchasing Manual.

**Background**

Additional revisions include added language such as clarifying role of Purchasing Agent and Purchasing Department, approval delegation on requisitions to Chief of Staff in County Judge's absence, solicitation finalist presentations shall be in person and added language regarding Federal Procurement Policies and Procedures for grant funded purchases. Department Point of Contact is Joy Simonton and Kerstin Hancock.

---

**Fiscal Impact**

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

Purchasing Manual Aug 23

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 08/24/2023

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

08/24/2023 10:47 AM

08/24/2023 10:48 AM

Started On: 08/22/2023 08:38 AM



**Purchasing Department**

# **Purchasing Manual**

**Administered by:  
Purchasing Department  
August 2023**

## Preface

The Williamson County Purchasing Manual is designed to be a general guideline for Williamson County officials, employees, and suppliers addressing purchasing requirements and general operating procedures. This guide will benefit those individuals participating in the purchase process for commodities, services, maintenance, professional services, and construction.

The Williamson County Purchasing Agent, who is appointed by the Commissioners Court, provides leadership and strategic support to County departments in regard to purchasing requests. The Purchasing Agent, at the Direction of the Commissioner's Court, manages the purchasing process to assure compliance. Responsibilities include:

- Procurement of goods, services, equipment, supplies, professional and construction services
- Formal solicitation process for goods, services, equipment, supplies, professional and construction services
- Contract Management
- Asset inventory and asset surplus process

The information provided here follows Williamson County Policies and laws of the State of Texas. All references to Federal, or State of Texas statutes, and Williamson County Policies in this document refer to the statutes and policies as they exist at the time of publication of this Purchasing Manual and may be amended later if necessary.

Please consider this information as your introduction to the essentials needed for purchasing goods and services on behalf of Williamson County. It is intended to reflect current procurement methods and will be updated as new business practices are identified.

This document is not all inclusive and the Purchasing Department keeps more detailed information on procedures, designated for internal use. This manual, which was approved by the Williamson County Commissioners Court, is a living document and will be updated yearly as changes arise.

If you have any questions that are not answered here, please visit the Purchasing Department website at: <https://wilco365.sharepoint.com/purchasingportal/Pages/PurchasingPortal.aspx>

The Purchasing Department may also be reached by email at [purchase@wilco.org](mailto:purchase@wilco.org), via telephone at 512-943-3553 or by visiting our location at 100 Wilco Way, Suite P101, Georgetown, TX

It is the mission of the Purchasing Department to increase value and reduce risks by having Williamson County officials, employees, and suppliers come together to work with a purchasing process that is consistent, fair, transparent, and effective.

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# **SECTION 1**

## **INTRODUCTION**

### **A. Goals and Objectives of Public Purchasing**

It is Williamson County's policy to conduct all purchasing strictly in accordance with the laws of the State of Texas and policies adhering to these laws as approved by the Williamson County Commissioners Court.

Williamson County is dedicated to maintaining a cost-effective purchasing process with good management practices where cooperation from every County Official, Department Head and County employee is of vital importance for the process to be successful.

This includes proper planning and timely submission of purchase requests, so the process can be facilitated smoothly and at the lowest cost possible. Through our processes we strive to serve the County Taxpayers by ensuring fair and equitable treatment of everyone who interacts with the County's procurement process.

In its purchasing practices, Williamson County will consider:

- Price of the product or service;
- Quality and Reliability of the product or service;
- Product or service meets specifications;
- Delivery Terms;
- Vendor Performance.

### **B. Purchasing Law**

It is the policy of Williamson County to fully comply with all purchasing laws enacted by the Texas Legislature. It is the statutory responsibility of the Purchasing Agent to assure the compliant purchase of all goods and services as well as the procurement and contracting for construction projects and public works.

Other responsibilities of the Purchasing Agent include Interlocal and Cooperative Purchasing Agreements, Disposition of Surplus and Salvaged Property, and Asset inventory reporting in collaboration with the Williamson County Auditor's Office.

Following is a list of Purchasing Statutes the County adheres to. This list is not an all-inclusive list:

- Texas Local Government Code:
  - County Purchasing Act (Chapter 262, subchapter C), Public Property Finance Act (Chapter 271, subchapter B), State Contract (sec. 262.002, and Chapter 271, subchapter D);
- Centralized Purchasing Function: Purchasing Agent (Chapter 262 subchapter B)

Texas Government Code:

- Interlocal Cooperation Contracts (Texas Government Code, Chapter 791), Payment for Goods and Services (Texas Government Code, Chapter 2251), Contracts with Governmental Entities, Non-Residential Bidders (Texas Government Code, Chapter 2252), Public Works Performance and Payment Bonds (Texas Government Code, Chapter 2253), Professional Services Procurement Act (Texas Government Code, Chapter 2254, subchapter A), Prevailing Wage Rate for Construction of Public Works (Texas Government Code, Chapter 2258), Contracting and Delivery Procedures for Construction Projects (Texas Government Code, Chapter 2269);
- Texas Council on Purchasing from People with Disabilities (Texas Human Resource Code, Chapter 122);
- Sales tax exemption for governmental entities (Texas Tax Code, section 151.309);
- Workers' Compensation Compliance (Workers' Compensation Rule 110.110);
- Uniform Electronic Transaction Act (Texas Business & Commercial Code, Chapter 322).

### **C. Definitions**

ADVERTISEMENT or ADVERTISE - A public notice put in a newspaper of general circulation containing information about an Invitation for Bid, Request For Proposal, or Request for Qualifications as specified in TEX. LOC. GOV'T CODE ANN., §262.025.

ADDENDUM - A document used to change the specifications, terms and/or conditions of an event.

AMENDMENT - A change or addition to a legal or statutory document.

ANNUAL TERM CONTRACT - A recurring contract for goods or services, usually in effect on a 12-month basis.

AUDITOR - Williamson County Auditor and their designated representatives.

BEST VALUE - A method of evaluating price that includes an evaluation based on the total life cycle cost of the item or service. Best value is the lowest and best overall life cycle cost proposal taking into consideration numerous factors depending on what is being procured.

BID BONDS - A deposit required of bidders to protect the County if a low bidder withdraws its bid or fails to enter into a contract.

BIDDER - A vendor that submits a bid, including anyone who acts on behalf of the vendor that submits a bid, such as agents, employees, and representatives.

BIDDERS LIST - An automated list of suppliers who have registered through Williamson County's Supplier Portal indicating an interest in submitting bids for particular categories of goods and services.

BONFIRE - Used to set up, maintain, and analyze bidding events. It is a system for requesting bids, quotes, awarding events, developing bid lists, and maintaining the supplier portal as well as contract document repository, vendor performance management tool.

CHANGE ORDER - A construction contract document that changes the contract by increasing or decreasing the cost or the time for performance or changes the goods or services to be delivered.

COMMISSIONERS COURT - Williamson County Commissioners Court.

COMMODITY CODES - A means of classifying goods and services with a unique number assigned to each description.

COMPETITIVE BIDDING - Allowing available suppliers to compete to provide goods and/or services.

COMPETITIVE PROPOSAL PROCESS - Available suppliers compete to provide goods and services in compliance with TEX. LOC. GOV'T CODE ANN., §262.030.

COMPONENT PURCHASES - Purchasing a series of component parts of goods that normally would have been purchased as a whole.

CONTRACT - A formal, written agreement executed by the County and a vendor containing the terms and conditions under which goods or services are to be furnished to the County and the County's authorized representative commits County funds.

CONTRACT MANAGEMENT - Contract Management is used to process the creation and management of contracts based on items or services purchased over the lifetime of a contract.

CONTRACTOR - A supplier, which has been awarded a contract by Williamson County.

COUNTY - Williamson County.

CYCLE TIME - The time between when a purchase requisition is assigned to a buyer for action and when an actual purchase order is placed with a vendor. Cycle time does not include the time required for delivery, or the time it takes for the Purchasing Department to make corrections to the requisition.

EMERGENCY PURCHASE - A purchase that is needed because of an emergency condition as described in TEX. LOC. GOV'T CODE ANN., §262.024(a) (1).

EMPLOYEE - Any County, district or precinct elected official, appointed official, or employee when the purchase will be funded even partially with County funds or anyone who acts on behalf of any of these persons.



END-USER DEPARTMENT - The department that ultimately uses the finished goods or services when the purchase or construction is completed.

EVENT- An electronic document (solicitation), such as an invitation for bid (IFB), request for Quick Quotes or Simple Bids ((QQ), request for proposal (RFP) or request for qualifications (RFQ), issued by the Purchasing Department. The document contains terms and conditions for a contract and it requests (solicits) a bid or proposal for goods or services needed by the County.

FORMAL COMPETITIVE BIDDING - The bidding process (\$50,000 and above) specified in TEX. LOC. GOV'T CODE ANN., §262.023 which requires approval by the Commissioners Court.

GOODS - Includes any personal property to be purchased by the County, including equipment, supplies, material and component or repair parts.

INVITATION FOR BID or IFB - Specifications and bidding documents requesting pricing for a specified good or service, which has been advertised for bid in a newspaper.

ITEM – Any service, equipment, good, or other tangible or intangible personal property, including insurance and high technology items. This does not include professional services as defined by Texas Government Code, Section 2254.002.

LEASE - A contract for the use of personal property for a period of time in return for a specified compensation.

LOWEST RESPONSIBLE BID - The offer from the responsible bidder who submits the lowest and best bid meeting all requirements of the specifications, terms, and conditions of the invitation for bid. The lowest responsible bid includes any related costs to the County in a total cost concept. The term "responsible" refers to the financial and practical ability of the bidder to perform the contract and takes the vendor's past performance into consideration.

MODIFICATION - A document used to change the terms and/or conditions of a contract.

NEGOTIATION - A consensual bargaining process in which the County and vendors attempt to reach an agreement on differences in desired contract provisions or a potentially disputed matter for the purposes of reaching an understanding.

OFFICIAL - Any elected or appointed official and any person authorized to act on their behalf.

ORACLE - Williamson County's Financial Management System, which includes the Purchasing module.

PAYMENT BOND – A surety bond executed in connection with a contract that secures the payment requirement of a Contractor.

PRE-SOLICITATION CONFERENCE – A conference conducted by the Purchasing Department for the benefit of those wishing to submit a bid or proposal for goods or services required by the County. The conference is held to allow bidders/proposers to ask questions about the proposed contract and particularly the contract specifications.

PERFORMANCE BOND – A surety bond that provides assurance of a Contractor's performance of a certain contract.

PROFESSIONAL SERVICES – A service directly related to professional practices including those services within the scope of the practice of accounting; architecture; optometry; medicine; land surveying; and professional engineering (as defined per Texas Government Code 2254).

PROPRIETARY INFORMATION – Information in bids or proposals to which Vendor/Suppliers claim ownership or exclusive rights and which is protected from disclosure in the Texas Open Records Act (TEX. LOC. GOV'T CODE ANN., chapter 552).

PUBLIC WORKS – Constructing, altering, or repairing a public building or carrying out or completing any public work.

PURCHASE ORDER – An order by the Purchasing Department for the purchase of goods and services on the County's standard Purchase Order and which, when accepted by the vendor without qualification becomes a contract. The vendor agrees to deliver and invoice for goods or services specified, and the County commits to accept the goods or services for an agreed upon price.

PURCHASING – The act, function, and responsibility for the acquisition of goods and services including construction and professional/personal services.

PURCHASING ACT – Chapter 262, subchapter C of the Texas Local Government Code, which governs the conduct of purchasing activity for counties.

PURCHASING AGENT -The purchasing agent appointed by and reporting to the Commissioners Court.

PROCUREMENT CARD (P-CARD) – A type of credit card used for smaller purchases to achieve greater cost efficiency, control, and convenience.

PROCUREMENT CARD HOLDER – County personnel who have been issued P-cards and who are authorized to make purchases in accordance with purchasing card procedures.

PROCUREMENT CARD PROGRAM ADMINISTRATOR – Located in the County Purchasing Department and is responsible for processing Cardholder applications and agreements, issuing P-Cards, providing training to Cardholders, assisting Cardholders with inquiries, monitoring P-Card usage, and revoking Cardholder privileges when necessary.

PURCHASING DEPARTMENT – Williamson County Purchasing Agent and staff.

PURCHASING LAWS – The laws that govern County purchasing.

PURCHASING ORINATION APPLICATION: Purchasing approval workflow implemented in SharePoint to capture approvals beyond Oracle Requisitions and Purchase Orders.

REQUEST FOR INFORMATION (RFI) – A general request to contractors for information for a potential future solicitation which is used as a research and information gathering tool for preparation of specifications and requirements. Must be issued by the Purchasing Department.

REQUEST FOR PROPOSAL (RFP) – A document requesting an offer be made by a vendor, which allows for negotiations after a proposal has been received, but before award of the contract for goods and services procured in compliance with TEX. LOC. GOV'T CODE ANN., section §262.0295 or §262.030.

REQUEST FOR COMPETITIVE SEALED PROPOSAL (RFCSP) - A document requesting an offer be made by a vendor, for the construction, rehabilitation, alteration or repair of a facility which allows for negotiations after a proposal has been received, but before award of the contract for said construction services procured in compliance with TEX. GOV'T CODE, section §2269.151 SUPCHAPTER D.

REQUEST FOR QUALIFICATIONS (RFQ) - A document that requests details about the qualifications of professionals whose services must be obtained in compliance with the Professional Services Procurement Act and Texas Government Code, Chapter 2269.

REQUISITION - A request by a department to the Purchasing Department which authorizes the Purchasing Department to issue a Purchase Order and enter into a contract with a vendor to purchase goods or services for the County and the Auditor to charge the appropriate department budget. This automated form is for internal use and cannot be used by a department to order materials directly from a vendor.

RESPONSIVE - A vendor who has complied with all material aspects of the solicitation document, including submission of all required documents.

RESPONSIBLE - A vendor who has the capability to perform fully and deliver in accordance with the contract requirements based on consideration of past performance, financial capabilities, and business management.

REVERSE AUCTION - A method for procurement in which the roles of the buyer and the seller are reversed to drive purchase prices down.

SEALED BIDS - Competitive bids required to be advertised in a newspaper and submitted to the Purchasing Department in a sealed envelope or electronically via encrypted method.

SEPARATE PURCHASES - Purchases made in a series of separate purchases, goods and services that in normal purchasing practices would have been purchased in one purchase.

SEQUENTIAL PURCHASES - Purchases made over a period of time that in normal

purchasing practices would be made as one purchase.

SERVICES - Includes all work or labor performed for the County on an independent contractor basis, including maintenance, construction, manual, clerical, personal or professional services.

SINGLE PURCHASE LIMIT - A dollar amount placed on P-Cards per transaction as established by the User Department Head and identified in this Manual.

SOLE SOURCE GOOD OR SERVICE - A good or service that can be obtained from only one source that is purchased in compliance with TEX. LOC. GOV'T CODE ANN., section §262.024 (a)(7) and (c).

SOLICITATION - A document (such as an IFB, RFP, RFQ, RFI) or Reverse Auction issued by the Purchasing Department that contains terms and conditions for a contract to solicit a response from vendors to provide goods or services needed by the County.

SPECIFICATIONS - A concise description of a good or service that an entity seeks to buy and the requirements the vendor must meet to be considered for the award. A specification may include requirements for testing, inspection, or preparing any item for delivery, or preparing or installing it for use. The specification is the total description of the item to be purchased.

SUPPLIER - A business entity or individual that seeks a contract to provide goods or services to the County.

USER DEPARTMENT - All County and precinct offices and subdivisions, as well as district offices when the purchases are funded even partially with County funds; the department from whose budget the contract will be paid.

VENDOR - A business entity or individual that has a contract to provide goods or services to the County.

## D. General Ethical Standards

The Williamson Purchasing Department believes that the following ethical principles must govern the conduct of every person who is involved in the purchase of commodities, services, maintenance, professional services, and construction, on behalf of the Williamson County taxpayers. This code of ethics coincides with the Code of Ethics of the National Institute of Governmental Purchasing which is one of the leading Procurement Associations in North America as well as internationally recognized.

- Personal Gain – It shall be a breach of ethics to attempt to realize personal gain through public employment with Williamson County by any conduct inconsistent with the proper discharge of the employee's duties.
- Influence – It shall be a breach of ethics to attempt to influence any public employee of Williamson County to breach the standards of ethical conduct set forth in this code.
- Conflict of Interest – It shall be a breach of ethics for any employee of Williamson County to participate directly or indirectly in procurement when the employee knows that:
  - The employee or any member of the employee's immediate family has financial interest pertaining to the procurement; A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; and
  - Any other person, business, or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
- Gratuities – It shall be a breach of ethics to offer, give or agree to give any employee or former employee of Williamson County, or for any employee or former employee of Williamson County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore pending before this local government.
- Kickbacks – It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Williamson County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- Contract Clause – The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

- Confidential Information – It shall be a breach of ethics for any employee or former employee of Williamson County knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

## E. Process

Williamson County uses a modified purchasing model where some purchasing responsibilities are delegated to the End-users. Williamson County relies heavily on the End-users' expertise when creating specifications or evaluating goods and services.

Generally, the purchasing process begins with the End-user identifying requirements. Next steps may include issuing a requisition and/or request for IFB/RFP/RFQ (work sheet), contract generation, receipt and payment of goods and services.

For the process to work smoothly, coordination among many County departments and offices is necessary. In most cases, a contract process involves the following parties:

- Budget (works with End-user on including request in departmental budget);
- End-user/Requestor (defines requirements), Contract Administrator; Purchasing/Contracts (reviews the contract for compliance with purchasing procedures);
- Legal (reviews the contract for compliance with the Law and Commissioners Court policies);
- Contract Audit (verifies funds are available and reviews for compliance with County Auditor's policies);
- Commissioners Court (approves the contract);
- Auditor/Accounts Payable (processes payment of goods and/or services);
- County Treasurer (issues payment of goods and/or services).

In some cases, review, and approval of the purchase from other departments may be required before a Purchase Order and/or contract can be executed. Examples of purchases requiring additional approval are as follows:

- **Technology solutions** such as the following must have IT approval prior to the purchase (note this list is not all inclusive);
  - Computer software & mobile "apps"
  - Web-based or "cloud" services
  - Cellular (data or voice) services
  - Internet or other network connectivity services
  - Technology-related hardware including but not limited to:
    - Computers (desktops, laptops, tablets)
    - Mobile Devices as defined in the Mobile Device Policy (e.g. tablets, phones, such as cell phones and landline phones, handheld computers)
    - Servers, networking, and storage

- Network infrastructure (e.g. switches, firewalls)
  - Display devices (TVs, monitors, projectors, etc.)
  - Printers/scanners/fax machines
  - Audio-Visual equipment
  - Camera Systems (fixed, in-vehicles, body-worn)
- **Human Resources-related purchases** such as Counselling, Benefits, services related to employees, software purchases including HR aspects, staffing, risk insurance, day laborers must be approved by Human Resources prior to the purchase;
  - **Risk related purchases** such as risk insurance policies.
  - **Radio Equipment** must be approved by the Wireless Communications Department prior to the purchase;
  - **Vehicles** must be approved by Fleet Services prior to purchase.
  - **For Furniture that requires installation and/or connection to electrical outlets** Facilities Management must be informed prior to the purchase

To avoid delays in the process and to ensure compliance with County policy and state law, user departments must enter their requests into the Purchasing Origination Application and should remember the following:

1. **Only utilize purchasing strategies that do not restrict competition such as component purchases, separate purchases, and sequential purchases.** According to Texas Local Government Code §262.034(a), a County officer or employee **who intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements** of Section §262.023 is committing a Class B misdemeanor. A Class B misdemeanor is punishable by fine up to \$2,000, up to 180 days in jail, or both.
2. Only engage in activities and behaviors that do not create a conflict of interest or the perception of a conflict of interest.
3. **Only commit to purchasing goods or services after the Purchasing Department issues an authorized Purchase Order.** The general rule is that a Purchase Order is required for most purchases \$5,000 and over prior to a purchase being made. Details are noted in Section 4.C of this manual.
4. **Ensure funding is available before submitting a requisition.** The law does not allow expenditures that exceed budgets. The Purchasing Department will not process requisitions for which adequate funding is not available.
5. **Plan purchases to minimize the use of emergency and expedited purchases.** Rush purchases are generally more expensive, and they delay other requisitions already in the system. Vendors may attempt to charge premium prices for goods and services when there is insufficient time allowed to explore alternatives. Departments and Offices are encouraged to forecast their procurement needs and services at the beginning of each fiscal year.
6. **Ensure that purchasing policies and procedures are understood before**



**ordering.** Departments must assure that all employees responsible for making department purchase requests have read and understand the purchasing procedures in this Manual. Departments should also ensure that End-users attend annual training provided by the Purchasing Department.

7. **Receipt of goods and services.** Since the County does not have centralized receiving, each department is responsible for individually receiving goods and services.
8. **Vendor Performance Reporting.** Departments should inform the Purchasing Contracts Team for vendor performance issues such as shortages, late delivery, or damaged merchandise. End-users are also encouraged to enter vendor performance issues, into the County's vendor performance reporting system for documentation in the file. The vendor performance reporting system is located on the internal Purchasing Department SharePoint site at:

[Unsatisfactory Vendor Performance Report: New \(sharepoint.com\)](#)



## SECTION 2

### PROCUREMENT PLANNING

#### A. Purpose

It is important that enough time is allowed for a purchasing request to allow for proper planning and identification of needs in advance to the submission of a purchase requisition. This is so the best goods and services possible can be obtained at competitive pricing through fair and open competition. As soon as the need arises, the End-user department should clearly identify the requirements of the goods and/or services needed, quantity of the goods and/or services as well as the time frame in which they are needed. Besides developing the specifications, the End-user, together with the Purchasing Department, should create a timeline to schedule various tasks to facilitate the purchasing process. An unrealistic timeline may cause a restriction in competition causing potential price increases.

#### B. Timelines

An essential element of proper planning is to consider the “Administrative Lead Time” required when processing a competitive procurement. Administrative Lead Time is defined as the period of time from initiation of the requirement by the user to issuance of an award. For competitive sealed bidding or competitive negotiation (those greater than \$50,000), the minimum time required to prepare, solicit, evaluate, and make an award is 8 to 12 weeks depending on the complexity of the procurement. **Please remember that this period should be included in your planning.**

## **SECTION 3**

### **SPECIFICATIONS**

#### **A. Definition**

A specification is a document which provides vendors with clear and precise requirements and criteria of the minimum standard acceptable for goods or services they must meet to be considered for award. A specification may include requirements for testing, inspection or preparing an item for delivery, or preparing or installing it for use.

Specifications also provide purchasing personnel with a clear guideline of what product or service the End-user intends to procure so vendors can be provided with firm criteria of minimum product or service acceptability. Since the Williamson County Purchasing Department is not centralized, it is the End-user's responsibility to identify the requirements to create an effective specification document. As a result, a good specification should:

- Set the minimum acceptability of the goods or service. Too high a standard could mean wasted tax dollars. Too low a standard, and the good or service may not meet the expectations of the user;
- Promote competitive bidding. Restrictive specifications decrease competition and may lead to increased pricing;
- Include provisions for reasonable tests and inspections for acceptability of the good or service. The methods and timing of testing and inspection must be indicated in the specification. Tests should refer to nationally recognized practices and standards whenever possible;
- Provide fair and impartial award to the lowest qualified bidder or best value proposal.

While specifications may be prepared by the user department or an outside entity, the final authority and control of the specification resides with the Purchasing Department to ensure that the specification is not too restrictive, and that competition is promoted. Material changes to specifications will be coordinated with the user department.

#### **B. Types of Specifications**

There are several types of specifications commonly used, depending on the requirement. Specifications may also be a combination of the different types.

- Design Specifications
  - detailed descriptions of a good or service, including details of construction or production, dimensions, chemical composition, physical properties, materials, ingredients and all other details necessary to produce an item of minimum acceptability;

- usually required for construction projects, custom-produced items and many services.
- Performance Specifications
  - goods and/or services are described in terms of required performance;
  - may include details such as required power, strength of material, test methods, standards of acceptability and recommended practices.
- Combination Specifications
  - Contain elements of both design and performance specifications;
  - Some features of each are included to allow a vendor to use ingenuity to meet the performance needs of Williamson County and to acquire certain necessary design characteristics;
  - Probably most commonly used specification.
- Brand-Name Specifications
  - Lists goods or services by brand name, model and other identifying specifications to limit the bidding to a single preferred product;
  - Should be avoided and be used where ONLY one brand name item will satisfy the County's requirement as this specification discourages competition;
  - Useful for purchase of replacement parts where only the brand name will work.
- Brand-Name or Equal Specifications
  - Similar to Brand-Name specifications except that equal products are acceptable in place of the named brand;
  - Requires approval by County as an equivalent substitute.
- Qualified Products List Specifications
  - Based on a list of products, identified by manufacturer's name and model numbers which are the only acceptable items;
  - Used when quality is a critical factor and testing other products would be too time consuming or expensive.
- Standard Specifications
  - Single specification for one or more goods or services ordered on a recurring basis with the same general purpose;
  - Same specification is used each time an order is placed, or bids are advertised;

- Examples include office supplies, paper, copy machines;
- Usually more detailed than one-time specifications.

Prior to writing a specification, it is advisable to obtain an existing specification which can provide ideas and examples for Williamson County's needs. Specifications can be obtained from other governments, professional trade associations, professional purchasing associations and user knowledge.

Specification libraries that are available include:

Texas Comptroller of Public Accounts at:

<http://www.window.state.tx.us/procurement/pub/specifications-library/>

General Services Administration, Federal Supply Service – Specifications Section found at: [www.gsa.gov](http://www.gsa.gov)

Texas Department of Transportation Standard Specification Index located at: [http://www.dot.state.tx.us/gsd/purchasing/tssi\\_alpha.htm](http://www.dot.state.tx.us/gsd/purchasing/tssi_alpha.htm)

National Institute of Governmental Purchasing (contact the Purchasing Department for assistance as this is available to members only) at: <http://www.nigp.org/>

An effective specification should be:

- Simple: Avoid unnecessary detail but be complete enough to ensure that requirements will satisfy their intended purpose.
- Clear: Use terminology that is understandable to the department and bidders. Use correct spelling and appropriate sentence structure to eliminate confusion. Avoid legal jargon and acronyms whenever possible.
- Accurate: Use units of measure compatible with industry standards. All quantities and packing requirements should be clearly identified.
- Competitive: Identify at least two commercially available brands, makes, or models (whenever possible) that will satisfy the intended purpose. Avoid un-needed "extras" that could reduce or eliminate competition and increase costs.
- Flexible: Avoid very inflexible specifications, which prevent the acceptance of a bid that could offer greater performance for fewer dollars. Use approximate values such as dimensions, weight, speed, etc. (whenever possible) if they will satisfy the intended purpose. If approximate dimensions are used, it should be within a 10 percent rule of thumb unless otherwise stated in the specifications.

## SECTION 4

### REQUISITIONS

#### A. General Information

A requisition is an automated form generated by a Department/Office in the County Oracle System that requests (authorizes) the Purchasing Department to enter into a contract with a vendor to purchase goods or services using the requestor's budget.

Williamson County uses an automated requisitioning system, referred to as Oracle. Based on pre-established budget line items, the user department enters requisitions into Oracle. Adequate budget funds must be available in the departmental line items before the Purchasing Department can purchase the requested goods or services. Manual requisitions and purchase orders are not acceptable.

Requisitions should fully describe to the Purchasing Department what to buy, when it is required, and where the goods are to be delivered or the services to be performed. Different types of information are required depending on the type of goods or service requested.

- Department gathers necessary information to enter requisition into Oracle with complete, accurate information;
- Department approver may approve requisitions up to \$4999,99.
- Requisitions \$5,000.00 and higher and/or requisitions charged to certain funds such as projects and grant or, technology funds, for example, are automatically routed past the Department approver into a Purchasing Department queue where the requisition is reviewed by the designated Purchasing Department buyer for compliance with Purchasing policy and law. These purchases may require additional approval by the Commissioners Court. Once the buyer has completed the review and Commissioners Court approval has been obtained (if applicable), the requestion is routed to the Budget Office, Chief of Staff and finally the County Judge for final approval. The County Judge may delegate final approval to his/her Chief of Staff in his absence.
- If at any time during the requisition routing process incorrect or incomplete information is detected by an approver, requisition will be returned to the originator for correction;
- The Purchasing Department verifies requisition for legal compliance with Purchasing law and County policies and creates Purchase Order;
- The Purchasing Department processes the Purchase Order, and depending on the amount, may route through an approval workflow (Purchasing staff has different levels of approval depending on position and/or experience);
- The end user Department electronically submits Purchase Order to vendor.

Specific instructions on entering requisitions into Oracle are not covered in this manual.

The user department can contact the Purchasing Department for training.

There are three basic types of requisitions for processing: routine, priority (expedited) and emergency.

**Routine requisitions:** These requisitions are for routine, repetitive, low dollar items and are processed using normal procedures. Purchase orders and contracts are routine types of purchases. Routine requisitions are normally processed within 5-7 business days of arriving in the purchasing queue. Processing time may be extended if incomplete documentation was provided by the End-user and further clarification must be obtained.

**Priority (expedited) requisitions:** These requisitions are given a degree of precedence over other requisitions.

**Emergency requisitions:** These are for emergency purchases that meet the definitions outlined in the statute (Texas Local Government Code, §262.024(a) (1)).

**Requisition Timeline:** Routine requisitions will be processed within 5-7 business days of dropping into the designated Buyer's queue if appropriate documentation is provided and no additional clarification/information and/or verification or approval, such as Co-Op verification and/or Commissioners Court approval, is needed by the Purchasing Department. Priority and Emergency Requisitions will be processed as quickly as possible to receive item(s) and/or service(s) in a timely manner. Processing time may be extended due to requisition complexity or researching the requested item(s) and/or service(s).

**Commodity Code(s):** Requisitions will be required to identify a "commodity code." Commodity Codes are standard classification codes for products and services used to detail where money is spent within the County. Williamson County utilizes the National Institute of Governmental Purchasing (NIGP) 5-digit commodity code system to track Countywide bidding thresholds.

## **B. Routine**

### **1. Contract Items**

This is a requisition submitted to order contract goods or services from an existing Williamson County contract, Cooperative Purchasing contract or Interlocal Agreement with another agency. Before entering a requisition, the Department must research and identify certain information that must be included in the requisition. Contact the Purchasing Department for information regarding contract item description, pricing, and availability. This information is critical to ensure that the correct item is purchased and that the purchase is legal.

### **2. Non-Contract Items (Off -contract purchases)**

This is a requisition submitted to order goods or services where there is not a previously competitively bid contract, whether through a county bid or purchasing cooperative. The requisition will become a Purchase Order contract specifying the

exact terms and conditions. Before entering a requisition, the Department must research and identify certain information that must be included in the requisition. This information is critical to ensure that the correct item is ordered. Prior to issuing an "off contract" Purchase Order the Purchasing Department must ensure that the commodity code for the expenditure does not exceed the legal bidding threshold. If that is the case, a formal bid process may be required before proceeding.

### **C. Purchases not requiring a Purchase Order**

In most instances, purchases should be made using an on-line requisition; however, there are specific types of purchases where the use of an on-line requisition is not efficient or effective.

Per TLGC 113.90, the County must issue a requisition for materials and supplies prior to the purchase being made. Additionally, it is County Policy that a Purchase Order is required prior to a purchase for all procurement of goods (other than materials and supplies) or services. This is to ensure that commodities can be monitored so the County does not exceed the \$50,000 bidding threshold (TLGC 262.023).

Exceptions to the Purchase Order requirement or where a Purchase Order may be entered after the purchase was made, are as follows:

- A Purchase Order is not required for:
  - Purchases on a Procurement Card (see Procurement Card (P-Card) policy);
    - NOTE: Certain services can only be tracked via Purchase Order in Oracle and MUST NOT be paid via p-card to ensure that the County does not exceed the 50K threshold during a given Fiscal Year (even if they are below \$5,000 individually). Additionally, a service agreement may be required to ensure the County is covered from a risk/liability perspective and that the vendor has appropriate insurance coverage. Following is a list of examples, however this is NOT A COMPLETE LIST: Construction Services, Installation Services, Asbestos Abatement Services, Remodeling Services, skilled trade services such as carpenters, masons, plumbers, painters, electricians etc...
  - Postage (except for rental/lease fees for postage machines);
  - Travel and/or Training;
  - Shipping (if not included on Purchase Order);
  - Bonds;
  - Subscriptions/Publications (non-software purchases, to include Internet subscriptions);
  - Notary Fees;
  - Certifications and Memberships;
  - Utilities (i.e. Electricity; Natural Gas; Water; Sewage; Broadband Internet, both fixed-line and mobile; Telephone and Cable Service; etc.);
  - Tort Claims;
  - Health Benefits Payments;
  - Court related Fees;
  - Risk Management Premiums;

- Appraisal district fees;
  - Indigent Assistance (Rent/Utilities, Court-appointed attorneys, etc.);
  - Licenses and Permits;
  - Refunds;
  - Employee Reimbursements (Reimbursement Form must be submitted to the Auditor's Office with proper documentation);
  - Court-Appointed Attorney Fees and related expenses, Professional Services mandated by the Court, Investigative Services, Psychological Evaluations, Transcription services (to include Transcripts), Substitute Court Reporters, Statement of Facts, Interpreter Services, Guardianship and Ad item expenses;
  - Professional Services (as per TGC 2254) **NOTE:** non-bond funded expenditure where PSAs cross the County fiscal year still require Purchase Orders.
- A Purchase Order may be entered after the purchase was made:
    - Repair services at the time the service is performed (i.e. equipment repairs, vehicle repairs etc., includes purchase and/or replacement of any parts)
    - Maintenance Agreements (may still need to be approved by Commissioners Court)
    - Goods and Services purchased during an Emergency (i.e. public calamity) **NOTE:** a purchase order must be entered as soon as possible but no later than three (3) days after a purchase is made and the purchase must be exempted during the next possible Commissioners Court meeting. This applies to purchases for which a Purchase Order is required. For purchases for which a Purchase Order is not required, the Commissioners Court exemption may happen without the issuance of a Purchase Order
    - Software/Subscription renewal **if previously approved by IT**

Purchases for supplies and materials for which a purchase order is required but was not issued prior to the purchase, must be approved by the County Judge. A *County Judge's Approval Form* located on the Auditor's Portal must be completed for these purchases.



## SECTION 5

### NEGOTIATED OR NON-BID PURCHASES

#### **A. Items Less than \$50,000**

- **Commodity Purchases exceeding \$4,999.99 and below \$50,000** are generally requested via purchase requisition. Three (3) written quotes must be obtained, evaluated, and provided as backup with the purchase requisition, by the End-user Department, unless items are listed on a Purchasing Cooperative or purchased through an Interlocal Agreement (ILA) or an exemption as approved by the Williamson County Commissioners Court. End-users are to ensure that the purchase provides the best value to the County. Commissioners Court approval is not required unless the accompanying documentation requires a signature by the County or an Agreement is needed.
- **Purchases of services** exceeding \$4,999 and below \$50,000 are generally requested via purchase requisition. Three (3) written quotes must be obtained, evaluated, and provided as backup with the purchase requisition by the End-user Department. If a purchase is over \$4,999 the Legal Department may require, depending on the risk and/or type of service that a service agreement be issued. Any service agreements must be approved by the Commissioners Court. Further. If a quote requires a binding signature by the County, only the County Judge can sign the quote after Commissioners Court approval.

#### **B. Items less than \$5,000**

Commodity purchases under \$5,000 should be facilitated using a Procurement Card (P- Card). In the event the Department doesn't have a P-Card, Department will submit a Requisition for the purchase. This may include verifying the department recommended vendor and the vendor's pricing and delivery methods as well as ensuring that the purchase is legal. Purchasing Department staff will assist Departments and Offices with product goods/services and vendor search when necessary. Purchasing Department staff, after verifying all information within the Requisition, will issue the Purchase Order without further competition.

- P-Cards allow organizations to procure goods and services in a timely manner.

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NOTE: Certain services can only be tracked via Purchase Order in Oracle and MUST NOT be paid via p-card to ensure that the County does not exceed the 50K bidding threshold during a given Fiscal Year (even if they are below \$5,000 individually). Additionally, a service agreement may be required to ensure the County is covered from a risk/liability perspective and that the vendor has appropriate insurance coverage. Following is a list of examples however, this is NOT A COMPLETE LIST. Construction Services, Installation Services, Demolition Services, Fabrication Services, Inspection Services,

Remediation Services, skilled trade services such as carpenters, masons, plumbers, painters, electricians, etc.

### **C. Items Over \$50,000**

For items that exceed \$50,000, one of the following methods must be used.

- Use of other local government contracts via Interlocal Agreement or cooperative purchasing agreements
- Invitation For Bids/Request For Proposals or other Alternative Delivery Method.
- Court exemption (by law)

All items above \$50,000 requiring a competitive bidding process are advertised on the Williamson County electronic bidding Portal Bonfire at <https://wilco.bonfirehub.com/portal/?tab=login> The Purchasing Department will use the backup provided in the Purchasing Origination with the specifications to develop the materials and competitively solicit a bid or proposal.

Departments are also encouraged to utilize the electronic Bidding Quick Quote/Simple Bids feature to allow for easier access by the general public to procurement opportunities under \$50,000.

### **D. Emergency Purchases**

Emergency purchases are authorized in extremely limited circumstances. The purchase of any goods or services needed because of an emergency condition shall comply with the provisions of the Texas Local Government Code, §262.024(a) (1). which allows the Commissioners Court to exempt procurement (from the presumption of bidding but not from obtaining necessary, although expediated, approvals) for an emergency defined as:

- an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the County.
- an item necessary to preserve or protect the public health or safety of the residents of the County; or
- An item necessary because of unforeseen damage to public property.

Depending upon the time of the emergency and type of purchases necessary, one of the following procedures should be followed in accordance with County policy:

- If an emergency situation arises in which materials or services must be purchased and obtained without administrative delay, emergency purchasing may be authorized. The decision-making process will be conducted on an individual case basis by the Purchasing Agent in collaboration with the

requesting Department Head, County Auditor and County Judge.

- End users must still identify funding sources and work within a set budget

### **Process**

- The department head experiencing the emergency should contact a vendor who can furnish the supplies/services immediately and obtain the price.
- The department head should then contact the Purchasing Department for approval, specifying the details of the situation, the vendor contacted, and the cost of the materials or services and inform the County Judge of the emergency and the path forward.
- The Purchasing Department will consult with Legal on whether an Emergency Service Agreement is needed. If an agreement is needed, the requesting department will obtain the vendor signature and insurance certificate (if applicable) and send it to the Purchasing Department.

The Purchasing Department and/or requesting Department will obtain the County Judge's signature on said agreement. Once the agreement has been signed, the end-user department has authorization to issue the Notice To Proceed.

- The department head or designated employee must submit a requisition to the Purchasing Department before a Purchase order can be issued within three (3) days of the emergency.
- The Purchasing Department will place an agenda item on the next possible Commissioners Court session ratifying the emergency purchase.

All emergency exemption orders must be processed through the Purchasing Department.

For items less than \$50,000, the Purchasing Agent may authorize any action to be taken, including using the P-Card for an emergency. The Purchasing Agent may allow the P-Cards to be increased to cover emergency purchases.

For items that exceed \$50,000 and meet the discretionary exemptions for Emergencies per Texas Local Government Code, the Purchasing Department will submit the agenda item for Commissioners Court.

In all instances where an emergency purchase is necessary, the Department Head or Elected Official of the requesting department must provide adequate confirmation justifying that the purchase is an emergency which may require additional approval from Legal, Auditor and/or a member of the Commissioners Court.

For after-hours (Monday through Friday, before 8 a.m. and after 5 p.m., nights, holidays, and weekends) emergency purchases, the Department should email or call the Purchasing Agent. Within three (3) days after the emergency purchase, the Department shall enter a requisition or if using a P-Card, provide the required receipts and provide written documentation to the Purchasing Agent concerning the details

of the emergency purchase.

Failure to promptly notify the Purchasing Department and input a requisition for the emergency could affect the County's ability to approve the claim for payment.

#### **E. Discretionary Exemption Purchases**

Section §262.024 of the Texas Local Government Code list procurements that may be exempted from competitive bidding requirements:

- items for which competition is precluded because of the existence of patents, copyrights, secret processes or monopolies;
- films, manuscripts, or books;
- electric power, gas, water and other utility services;
- captive replacement parts of components for equipment;
- vehicle and equipment repairs.

By law, sole source goods and services require a signed statement from the Purchasing Agent as to the existence of only one source, specifically noting which type of listed sole source good or service is being purchased. The statement will be submitted for acceptance by Commissioners Court and must be reflected in the Court's meeting minutes.

The sole source process requires for the requesting department to submit various documents such as:

- Sole Source Justification;
- Written quote from vendor;
- Letter of justification from the vendors on company letterhead and signed by an authorized representative establishing why they are a sole source;
- Notarized sole source affidavit completed by the vendor;
- Signed letter of recommendation from the requesting Department Head/County Official;
- If Technology related purchase, written approval from IT;
- If Human Resources related purchase, written approval from HR.

Upon receipt of the documents and determination that a sole source purchase is justified, an RFI is posted in Bonfire publicly for 14 days by the Purchasing Department to inform vendors of the intent to award a sole source purchase. If no vendors responses are received, the Purchasing Agent creates a sole source certification letter which must be approved by the Commissioners Court.

#### **F. Procurement Card Purchases**

In accordance with Texas Local Government Code §262.011(l), the County

Purchasing Agent may have assistants to aid in the performance of the Agent's duties. Any person who is authorized by the County Purchasing Agent to use a County Purchasing Card (P-Card) while making a County purchase is considered an assistant of the County Purchasing Agent to the extent the person complies with the rules and procedures prescribed for the use of County Purchasing Cards as adopted by the Purchasing Agent.

Williamson County provides the P-Cards for immediate access to goods and/or services and to expedite the traditional requisition process. Those individuals who have been issued P-Cards (Cardholders) may initiate a transaction within the limits of the P-Card policy and receive goods or services.

The Purchasing Agent has designated a Procurement Card Administrator as Williamson County's Coordinator for the Procurement Card program who assigns, determines usage and control of the Procurement Cards. The Procurement Card Program Administrator shall also maintain all records of P-Card requests, dollar limitations, Cardholder transfers and any lost/stolen/destroyed P-Card information.

Detailed information about usage of the P-Card can be found in the Procurement Card Manual on SharePoint Purchasing portal located at

<https://wilco365.sharepoint.com/purchasingportal/Pages/PurchasingPortal.aspx>

## SECTION 6

### COMPETITIVELY BID PURCHASES

#### A. Competitive Bidding and Proposals

Competitive bids and competitive proposals are utilized to stimulate competition, prevent favoritism, and secure the best services and supplies, at the lowest and best price so public monies are spent properly and legally.

Additionally, the competitive bid or proposal process is used to provide those vendors qualified and responsible, who desire to do business with the County, fair and equitable treatment.

Texas Local Government Code §262 which outlines the following general requirements for formal sealed bids for purchases exceeding \$50,000:

- IFBs and RFPs are advertised based on the County's specifications and conditions of purchase (outlined in the solicitation) at least once a week in a newspaper of general circulation, with the first advertisement date occurring at least 14 days before the specified opening date.
- The County's specifications (solicitations) stipulate the date and hour bids or proposals are received. **After that date and time, no further bids or proposals are accepted.**
- Vendors are encouraged to submit an electronic response through Bonfire. Hardcopy responses will be accepted. **It is the responsibility of the vendor to test any system for submission of an electronic bid or proposal prior to the deadline for submission of responses.**
- The solicitations are opened and read aloud at the specified date and hour and submitted to an evaluation team; the selected vendor is recommended to the Commissioners Court for award. Generally, the lowest responsive bid or proposal representing the best value is accepted, but only one bid or proposal may be awarded, unless the solicitation notes that multiple awards will be made.
- If no bid or proposal is acceptable, the entire bidding process may be repeated or terminated.

The term "Formal Competitive Bidding" generally applies to public purchasing which requires approval of the contract by the Commissioners Court when the solicitation process complies with either:

- Texas Local Government Code, section 262.023; or
- Texas Government Code, Chapter 2269, Subchapter C.

Williamson County uses Bonfire for scheduling, maintaining, and analyzing bidding events.

Williamson County's Bonfire portal is a web interface that allows registered suppliers to bid on solicitations, control event notification settings, and view bid history.

This process provides all bidders the opportunity to bid on the same items on equal terms and have bids or proposals evaluated according to the same standards as set forth in the specifications and required by statute.

## **B. Competitive Bidding General Requirements:**

- Sealed bids are solicited through an Invitation for Bid (IFB) for contracts expected to exceed \$50,000. The IFB is the document used to solicit bids from vendors in response to the County's specifications and contractual terms and conditions.
- The awarded IFB, and in some cases the IFB and an ensuing agreement, (signed by the County Judge) form the contract between Williamson County and the vendor.
- Competitive Bids cannot be negotiated. Price is generally the sole determining factor (with a few exceptions) for a contract to be awarded if the vendor's product or services meet the requirements of the specification.
- The IFB method is the preferred method for procuring goods and non-personal services. It is used when the requirement can be clearly defined, is readily available, and is an off-the-shelf type of requirement.

## **C. Competitive Proposals General Requirements:**

- Sealed Proposals are used to procure insurance, high technology items, landscape maintenance, travel management and recycling services.
  - "High technology" goods or services means goods or services of a highly technical nature, including data processing equipment and software and firmware used in conjunction with data processing equipment; telecommunications, radio and microwave systems; electronic distributed control systems, including building energy management systems; and technical services related to those goods and services.
- RFPs must be advertised in the same manner prescribed for competitive bidding.

While the competitive proposal (RFP) process is similar to the competitive bidding (IFB) process, there are notable differences:

- The RFP uses performance standards rather than the description of the goods or services and specifies the relative importance of price and other factors used to evaluate the proposal.

- Vendors submit unique proposals to meet the requirements outlined in the RFP. Proposals may incorporate entirely different approaches to accomplish the same performance. After proposals are received, the County may communicate or seek clarification with as many suppliers that are deemed “responsive” to find the best possible proposal from each supplier and award to those suppliers.
- Interviews for scoring purposes may be requested of finalists. Finalist interviews shall be conducted in person and shall not be virtual. A Best and Final Offer may be requested from respondent finalists.
- RFP results in a negotiated contract.
- Cost is not the only determining evaluation factor, however, its relative importance to other evaluation factors must be specified in the RFP and considered in recommending the award.
- Proposals received are opened publicly but the contents are not disclosed until the award.
- Proposal contents that are trademarked or proprietary may remain confidential pursuant to the Texas Public Information Act.

In addition to the items outlined in §262.030 above, proposals are often used to procure professional or personal services such as Consultants however, the Professional Services Act (Chapter 2254 of the Government Code) clearly defines those Professional Services which must not be procured with the RFP method but rather with the RFQ Request for qualifications method. It is not permissible to use a competitive proposal to obtain qualifications and rates charged for professional/personal services from interested professionals. Chapter 2254 of the Government Code defines that “A governmental entity may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services but shall make the selection and award:

- (1) On the basis of demonstrated competence and qualifications to perform the services and
  - (2) For fair and reasonable price
- (b) The professional fees under the contract may not exceed any maximum provided by law”.

#### **D. Invitation For Bid (IFB) / Request For Proposals (RFP) Process**

This section of the Manual outlines the steps needed to process sealed bids and proposals. Since many of the steps are similar, the description will be combined.

The IFB/RFP process consists of the following:

- IFB/RFP Preparation;
- Bid/Proposal Receipt and Opening;
- Bid/Proposal Evaluation;
- Negotiation (RFP only);



- Contract Award.

**Each stage has specific requirements, many of which are required by law and are discussed briefly in this section of the Manual.**

## **1. Solicitation Process**

The solicitation preparation begins with the submission of a Solicitation Worksheet into the Purchasing Origination in addition to a specification outlining the item(s) and/or services that a department wishes to procure. The specification is developed and submitted to the Purchasing Department as outlined in Section 3 of this Manual. The Purchasing Department will work with the Department to ensure that it is as open and competitive as possible. When the specification is finalized, the Purchasing Department will assemble it into a solicitation.

The main difference between a specification for an IFB and an RFP is that the IFB specification will describe an item; whereas in an RFP, the specification will be in terms of performance and will often include a statement of work to be performed.

## **2. Advertisement of Solicitation**

By law, the County must advertise the solicitation for competitive purchases in a newspaper of general circulation in Williamson County. The first advertisement must occur a minimum of 14 days before the bid/proposal opening date specified in the solicitation. The newspaper advertisement must include:

- a. The specifications describing the services to be purchased, or a statement of where the specifications may be obtained;
- b. The time and place for receiving and opening bids/proposals and the name and position of the employee to whom the bids/proposals are sent;
- c. Whether the bidder should use lump-sum or unit pricing;
- d. The type of bond required of the bidder; and
- e. The method of payment by the County.

Solicitations are publicly posted on the Williamson County Bonfire portal at: <https://wilco.bonfirehub.com/portal/?tab=login>

During the solicitation period, the County may hold a pre-solicitation conference to discussing solicitation requirements and answering questions of prospective bidders (Respondents). The Purchasing Department supervises the pre-solicitation conference, and the Department is asked to provide staff to attend the conference and answer technical questions. The solicitation may be amended during this period based on clarifications and answers to questions from the pre-solicitation conference. Amendments will be posted on the Bonfire Portal.

## **3. Bid/Proposal Receipt and Opening**

Respondents may electronically submit sealed bids/proposals as described in the solicitation. Electronic sealed bids/proposals are preferred; however hard copy bids/proposals will be accepted by the Purchasing Department and are stamped with the date and time received. The Time Stamp Clock in the Purchasing Department serves as the official time clock for identifying the date and time bids/proposals were received in the Purchasing Department. The Respondent must submit the bid/proposal by the date and time specified in the solicitation to be accepted. Late bids/proposals are not accepted and are returned unopened to the bidder.

**Bids:** According to Texas Local Government Code §262.026, the County official who makes purchases for the County shall open the bids on the date specified in the notice. Sealed bids will be opened publicly by the Purchasing Department and will be documented. The date specified in the notice may be extended by the Purchasing Agent. A bid that has been opened may not be changed to correct an error in the bid price.

In accordance with Texas Local Government Code §262.0235, electronic responses to solicitations are permitted based on adopted rules by Commissioners Court. Electronic response information is provided through Bonfire.

**Proposals:** In accordance with Texas Local Government Code §262.030, proposals shall be opened so as to avoid disclosure of contents to competing offerors and be kept secret during the process of negotiation. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such. In the event that a request for disclosure of identified trade secrets and/or confidential information is received by Williamson County, the Proposer shall be notified of the request. It is the responsibility of the Proposer to assert any exceptions to disclosure directly to the Office of the Texas Attorney General.

#### **4. Bid / Proposal Evaluation**

**Bids:** The End-user Department will evaluate all bids with assistance from the Purchasing Department and a joint recommendation will be made to Commissioners Court. A recommendation letter and any other documentation from the Department will be submitted with the agenda request. The Purchasing Department will be responsible for placing the item on the Commissioners Court agenda.

Bids will be evaluated based on the following factors: (1) the relative prices of the bids, including the cost of items such as repair and maintenance (heavy equipment) or delivery and hauling (road construction materials); (2) compliance of goods and services offered with specifications; and (3) the responsibility of the vendor, including the vendor's safety record if Commissioners Court has adopted a definition of safety that is included in the bid, and the past performance of the vendor.

When the lowest priced bid is not the best bid, the requesting Department works with the Purchasing Department to develop and document clear justification for not selecting the lowest bidder. This documentation must be presented to the Commissioners Court for their approval.

**Proposals:** The Purchasing Department facilitates/supervises the evaluation process performed by the user department and/or committee. Evaluators shall use the evaluation factors and the points and/or weights specified in the RFP in evaluating the proposals. Typical evaluation factors include:

- a. Quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;
- b. Number and scope of conditions attached to the respondent's proposal;
- c. Ability, capacity, and skill of the respondent to perform the contract or provide the service required;
- d. Whether the respondent can perform the contract or provide the service promptly, or within the time required, without delay or interference;
- e. Character, responsibility, integrity, reputation, and experience of the respondent;
- f. Quality of performance of previous contracts or services;
- g. Any previous or existing noncompliance by the respondent with specification requirements relating to information;
- h. The sufficiency of the financial resources and ability of the respondent to perform the contract or provide the service;
- i. The ability of the respondent to provide future maintenance, repair parts, and service for the use of the contract;
- j. Personnel Qualifications;
- k. Demonstrated corporate experience and qualifications in performing work outlined in RFP; and
- l. Cost.

Additional general best value evaluation factors:

- m. Installation costs;
- n. Life cycle costs;
- o. Quality and reliability of the goods and services;
- p. Indicators of probable vendor performance under the contract such as past vendor performance, the vendor's financial resources and ability to perform, the vendor's experience or demonstrated capability and responsibility, and the vendor's ability to provide reliable maintenance agreements and support;
- q. Cost of any employee training associated with purchase;

- r. Effect of a purchase on agency productivity;
- s. Vendor's anticipated economic impact to the state or a subdivision of the state, including potential tax revenue and employment; and
- t. Factors relevant to determining the best value for the state in the context of a specific purchase.

## **5. Negotiations / Best and Final Offer (BAFO)**

The Purchasing Department will supervise all negotiations. Any negotiations with offerors should be coordinated with the Purchasing Department. Departments negotiating directly may jeopardize the progress of the County evaluation committee.

All offerors must be accorded fair and equitable treatment with respect to any opportunity for discussion and revision of proposals and submittal of a "Best and Final Offer" (BAFO).

After the negotiations are complete, the assigned Purchasing Department staff (in limited situations) may request the qualified offerors to submit a BAFO by a specified date and to a specified location. Based on the negotiations, the BAFO must allow the offeror to:

- a. Modify the initial offer;
- b. Update pricing based on changes the User department/County has made; and
- c. Include any added inducements that will improve the overall score in accordance with the evaluation plan of the RFP.

## **6. Contract Award**

### **Bids**

In accordance with Local Government Code, §262.027, the Purchasing Agent shall recommend contract award to Commissioners Court. Commissioners Court may approve the recommendation, consider another recommendation or reject all bids and authorize the Purchasing Agent to re-bid the goods and/or services.

Chapter 262.027 further specifies that if two responsible bidders submit the lowest and best bid, the Commissioners Court shall decide between the two by drawing lots in a manner prescribed by the County Judge.

In addition, a contract may not be awarded to a bidder who is not the lowest priced bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before the Commissioners Court and present evidence concerning the lower bidder's responsibility.

## **Proposals**

The final stage is to request the approval of a contract for award from Commissioners Court. The Purchasing Agent will present the contract for award to the Commissioners Court for approval.

## **SECTION 8**

### **CONSTRUCTION**

#### **A. Introduction**

Section §262.011 (e) of the Texas Local Government Code states that "The County Purchasing Agent shall supervise all purchases made on competitive bid..."

Section §271.055 of the Texas Local Government Code Subchapter B (Notice to Bidders):

(a) An issuer must give notice of the time, date, and place at which the issuer will publicly open the bids on a contract for which competitive bidding is required by this subchapter and read the bids aloud. The notice must be given in accordance with Subsection (b) or in accordance with: The County Purchasing Act (Subchapter C, Chapter 262), if the issuer is a County.

If an issuer gives notice under this subsection, the notice must:

Be published once a week for two (2) consecutive weeks in a newspaper, as defined by Subchapter C, Chapter 2051, Government Code, that is of general circulation in the area of the issuer, with the date of the first publication to be before the 14<sup>th</sup> day before the date set for the public opening of the bids and the reading of the bids aloud; and

State that plans and specifications for the work to be done or specifications for the machinery, supplies, equipment, or materials to be purchased are on file with a designated official of the issuer and may be examined without charge.

Construction procurements may use the IFB format and process, or any other alternative delivery method allowed by Government Code 2269. Additional alternative delivery methods include Competitive Sealed Proposal, Design Build, Construction Manager at Risk, Construction Manager-Agent There is however, more emphasis on the following items:

- Bonding Requirements;
- Safety Records; and
- Prevailing Wage Labor Rates.

## **B. Process**

The Process followed for construction IFBs is similar to other IFBs with some notable exceptions that are discussed below.

### **1. Preparation of Documents**

The Department will prepare a Solicitation worksheet in the Purchasing Origination workflow along with the description of the proposed project that includes items such as specifications, drawings, surveys, etc. The Purchasing Department will review all documents and provide comments for incorporation into the final documents.

The Department will work with the Purchasing Department to coordinate the issue date, pre-bid conference date and opening date.

The Purchasing Department releases the advertisement to the newspaper and posts the bid to the Bonfire website.

The project manuals and drawings associated with construction bids are extensive documents and uploaded to the Bonfire website. The contractor may download these documents from Bonfire.

### **2. Advertisement**

According to Local Government Code §271.025, the County must advertise for bids and the advertisement must include a notice that:

- describes the work;
- states the location at which the bidding documents, plans, specifications, or other data may be examined by all bidders; and
- states the time and place for submitting bids and the time and place that bids will be opened.

The advertisement must be published at least twice in one or more newspapers of general circulation in the County or counties in which the work is to be performed. The first publication must be on or before the 14th day before the first date bids may be submitted.

### **3. Award**

The Purchasing Agent will present the recommendation to the Commissioners Court.

### **C. Procurement of Architect / Engineering / Land Surveying Services - Request for Qualifications**

The Professional Services Procurement Act (Government Code 2254) requires that architect, engineering and land surveying services be procured using a two-step process. According to the Act, the entity (County) shall:

- first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and
- then attempt to negotiate with that provider a contract at a fair and reasonable price.

If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the entity shall:

- formally end negotiations with that provider;
- select the next most highly qualified provider; and
- attempt to negotiate a contract with that provider at a fair and reasonable price.

The entity shall continue the process to select and negotiate with providers until a contract is entered according the Williamson County Professional Services Act as mandated by the Auditor's Office.

The Road and Bridge Department or Facilities Department develops the Request for Qualifications (RFQ). The RFQ document generally contains the following sections:

- General Information outlining the purpose of the RFQ, identifying the issuing office, describing the problem and defining the County's expectations for the selected service provider;
- Submittal of Statement of Requirements that identifies the conditions for submittal of a Statement of Qualifications (SOQ) including the number of copies required, date required and format, provisions related to preparation of the SOQ, date and time of pre-RFQ conference, how addenda will be issued, format requirements and process to be followed in accepting the SOQ;
- Qualifications providing a detailed description of the types of tasks that the selected vendor is expected to perform and the requisite qualifications to perform the tasks;
- Timeline for procurement with anticipated procurement milestone and project start dates;
- Information Required from Service Provider outlining the specific format and content to be used in submitting the SOQ; and
- Selection Criteria that defines the criteria that will be used to evaluate the SOQ. Cost cannot be used as selection criteria.



Respondents are encouraged to submit their SOQs into Bonfire. Sealed SOQs can be submitted to the Purchasing Department. Under the supervision/facilitation of the Purchasing Department, an evaluation committee will evaluate and conduct possible interviews. The Road and Bridge or Facilities Department will conduct negotiations and once a contract has been reached, the Purchasing Department will prepare the agenda request for Commissioners Court approval to award the contract.

#### **D. Alternative Delivery Methods for Construction Projects**

In accordance with Government Code §2269; **Contracting and Delivery Procedures for Construction Projects: Construction Manager-Agent**. A governmental entity may use the construction manager-agent method for the construction, rehabilitation, alteration, or repair of a facility; a governmental entity using the construction manager-agent method may, under the contract between the governmental entity and the construction manager-agent, require the construction manager-agent to provide administrative personnel, equipment necessary to perform duties under this section, and on-site management and other services specified in the contract. A construction manager-agent represents the governmental entity in a fiduciary capacity.

In accordance with Government Code §2269; **Construction Manager at Risk (CMAR)** methods may be used. The governmental entity shall select or designate an engineer or architect who shall prepare the construction documents for the project and who has full responsibility for complying with Chapter 1001 or 1051, Occupations Code, as applicable. §2269; the governmental entity shall select the construction manager-at-risk in either a one-step or two-step process.

In accordance with Government Code §2269; **Design-Build Contracts for Facilities**, a governmental entity may use the design-build method for the construction, rehabilitation, alteration, or repair of a facility. The governmental entity shall prepare a request for qualifications that includes general information on the project site, project scope, budget, special systems, selection criteria, and other information that may assist potential design-build firms in submitting proposals for the project. The governmental entity shall evaluate statements of qualifications and select a design-build firm in two phases: (1) the governmental entity shall prepare an RFQ and evaluate each Offeror's experience, technical competence, and capability to perform, the past performance of the submitted by the team or firm in response to the RFQ, except that cost-related or price-related evaluation factors are not permitted. (2) the governmental entity shall evaluate the information submitted by the offerors based on the selection criteria stated in the RFQ and the results of an interview.

In accordance with Government code §2269, the **Competitive Sealed Proposal Method** may be used. The governmental entity requests proposal, ranks the offerors, negotiates as prescribed, and then contract with a general contractor for construction, rehabilitation, alteration, or repair of a facility. The governmental entity shall prepare a request for competitive sealed proposals that includes construction documents, selection criteria and the weighted value for each criterion, estimated budget, project scope, estimated project completion date, and other information that a contractor may require to respond to the request. The weighted value assigned to

the price must be at least 50 percent of the total weighted value of all selection criteria. If the governing body of a governmental entity determines that assigning a lower weighted value to price is in the public interest, the governmental entity may assign to price a weighted value of not less than 36.9 percent of the total weighted value of all selection criteria. The governmental entity shall receive, publicly open, and read aloud the names of the offerors and any monetary proposals made by the offerors. The governmental entity shall select the offeror that submits the proposal that offer the best value based on (1) the selection criteria in the request for proposal and the weighted value for those criteria in the request for proposal and (2) its ranking evaluation. The governmental entity shall first attempt to negotiate a contract with the selected offeror. The governmental entity and its architect or engineer may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the governmental entity is unable to negotiate a satisfactory contract with the selected offeror, the governmental entity shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is negotiated or all proposals are rejected.

In accordance with Government code §2269, the **Job Order Contracts Method** may be used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature, but the delivery times, type, and quantities of work required are indefinite. The governmental entity shall establish the maximum aggregate contract price when it advertises the proposal. The governing body shall approve each job, task, or purchase order that exceeds \$500,000. The governmental entity may establish contractual unit prices or a job order contract by specifying one or more published construction unit price books and the applicable divisions or line items or providing a list of work items and requiring the offerors to propose one or more coefficients or multipliers to be applied to the price book or pre-priced work items as the price proposal.

#### **E. Wage Rate Determination**

Wage determinations for construction projects shall be verified in accordance with the Davis Bacon Act at the following link: <http://www.wdol.gov/> . The construction wage rates are determined by job project and title.

## **SECTION 9**

### **PROFESSIONAL AND PERSONAL SERVICES**

#### **A. Request for Qualifications (PROFESSIONAL SERVICES)**

The Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) applies to acquisition of the following services: accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraisal; or nursing.

Award of a contract for these professional services may not be based on competitive bids but rather on the basis of demonstrated competence and qualifications, and a fair and reasonable price. A Request for Qualifications (RFQ) is the normal course to consider for Professional Services.

#### **B. Requests for Proposals for Professional and Personal services**

The Purchasing Department processes RFPs for professional and personal services. The difference between this and regular RFPs is whether the professional service is one of those defined in Government Code 2254 Professional and Consulting Services. According to 2254, Professional Services are accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising and professional nursing. The contract shall be awarded based on demonstrated competence and qualifications for a fair and reasonable price.

## SECTION 10

### **FEDERALLY-FUNDED PROCUREMENT PROJECTS**

#### **A. Grants**

Grants are administered via written contract between the County and the granting authority. Texas Government Code section 2261.002 (1) includes grants in its definition of a contract for which the recipient of the grant is required to perform a specific act or services, supply a specific type of product, or both.

#### **B. Supplies, Equipment and Services**

All procurement of supplies, equipment and services utilizing Federal Funds (e.g., Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations such as the Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB) Circular A-102, and OMB Circular A-110. The user department is responsible for providing the Purchasing Agent a copy of all procurement requirements in the grant document in a timely manner.

#### **C. SAMS (System for Awards Management)**

All vendors, prior to award with federal funds, are “required” to be searched with the Excluded Parties List System also known as System for Awards Management (SAMS) at the following link:

<https://www.sam.gov/portal/public/SAM/#1>

#### **D. Federal Policies**

All Procurement of goods and services will comply with federal procurement and contract requirements outlined in 2 CFR 200.318 – 200.327. These procurement requirements must and will be followed for reimbursement from grant allocations originating from the federal government.

#### **1. SOLICITATIONS**

Procurements subject to this Policy will be made on the basis of a written solicitation, after careful consideration by Williamson County Staff (with, as applicable, the support of a selection committee) of the needs of Williamson County and available resources. The written procedures in this Policy are intended to ensure that all solicitations meet the following federal requirements as well as conducting best practices.

##### **a. Clear Description**

The solicitation must incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. This description should include a written statement of work. 2 C.F.R. § 200.319(c)(1).

##### **b. Nonrestrictive Specification**

The description of the technical requirements must contain features that unduly restrict competition. 2 C.F.R. § 200.319(c)(1).

##### **c. Qualitative Requirements**

The description of the technical requirements may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. 2 C.F.R. § 200.319(c)(1).

- **Brand Name or Equal**

When it is impractical or uneconomical to write a clear and accurate description of the technical requirements of the property or services to be acquired, “brand name or equal” descriptions may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors must be clearly stated. The need for a “brand name or equal” specification should be documented.

- **Preference or Performance Specifications**

Product or service specification describe an end result, an objective, or standard to be achieved, and leaves the determination of how to reach the result to the contractor. Performance specifications describe what the product should be able to do or the services to accomplish, without imposing unnecessarily detailed requirements on how to accomplish the tasks.

**d. Requirements**

The solicitation must identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. 2 C.F.R. § 200.319(c)(2). All solicitations for competitive proposals must notify offerors that Williamson County reserves the right to award to other than the lowest-priced offeror. Generally, Williamson County will make a best value determination, balancing cost against technical merits, in awarding competitive contracts.

**e. Type of Federal Funding**

The solicitation must acknowledge the source of the Federal funding for the contracts, in compliance with the terms of its financial assistance award.

**f. Contract Type**

The solicitation should state the type of contract that will be awarded/

- **Fixed Price**

A fixed price contract provides for a firm price that remains irrespective of the contractor’s actual cost of performing the scope of work under the contract. The risk of performing the work, at the fixed price, is borne by the contractor. Fixed price contracts may include an economic price adjustment, incentives, or both.

- **Cost Reimbursement**

Cost-reimbursement type contracts provide for payment of certain incurred costs to the extent provided in the contract. They normally provide for the reimbursement of the contractor for its reasonable, allocable, and allowable costs, with an agreed-upon fee. There is a limit to the costs that a contractor may incur at the time of contract award, and the contractor may not exceed those costs without Williamson County’s prior approval. Cost allowability is determined by Federal regulations. There are many varieties of cost-reimbursement contracts, such as cost-plus-fixed-fee, cost-plus-incentive-fee, and cost-plus-award-fee. Because Williamson County incurs more risk in a cost reimbursement contract, these types of contracts should only be entered into after a careful analysis of the benefits compared to other contract types.

- **Time and Materials Contracts**

A time and material type contract is a contract whose cost to Williamson County is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative

expenses, and profit. 2C.F.R § 200.318(1)(i) and (ii). This type of contract is used if no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its on risk.

- **Cost Plus Percentage of Cost**

The use of cost plus percentage of cost and cost plus a percentage of construction cost methods of contracting are prohibited.

**g. Prohibitions**

Certain provisions that unduly restrict competition are prohibited. 2C.F.R §200.319(a). The following are some examples of these prohibited provisions. Note that the provisions described below are not prohibited when they are improper or excessive. For example, some qualifications and experience may be required for a particular type of contract; only “excessive” or “necessary” requirements are not allowed:

- **Excessive Qualifications**

Placing unreasonable requirements on firms in order for them to qualify to do business. 2C.F.R §200.319(a)(1).

- **Unnecessary Experience**

Requiring necessary experience. 2C.F.R §200.319(a)(2).

- **Unnecessary Bonding**

Requiring excessive bonding 2C.F.R §200.319(a)(2).

Improper Qualification

Using improper prequalification procedures that conflict with 2C.F.R §200.319(d)

- **Retainer Contract**

Making a noncompetitive solicitation only to a person or firm on retainer contract where that award is not for property or services specified for delivery under the scope of work of the retainer contract. 2C.F.R §200.319(a)(4).

- **In-State, Local, or Tribal Geographic Preferences**

Imposing prohibited in-state, local, or tribal geographic preferences that conflict with 2C.F.R §200.319(a)(2).

- **Organizational Conflict of Interest**

Allowing entities to submit bids or proposals in response to the solicitation where there would be a prohibited organizational conflict of interest. 2C.F.R §200.319(a)(5).

## **2. METHOD FOR PROCUREMENT**

All procurements made under this policy shall avoid acquiring unnecessary or duplicative items (2C.F.R §200.318(d)). Conducting multiple steps I monitoring invoices received ensures avoiding unnecessary or duplicative items. Invoices for grant expenditure will be reviewed by the Grant Administrator and the County Grants Department for potential duplicative items. Once approved the invoice will be sent to the County Auditor. The Auditor’s office will then review the invoice an additional time prior to approving for payment. Procurements shall be made using one of the following: (a) Micro-Purchases, (b) Small Purchase procedures, (c) Competitive sealed bids, (d) Competitive negotiations, (e) Non-competitive negotiations.

All procurements shall be made in accordance with these procedures.

**a. Micro-Purchases**

Purchases below the Simplified Acquisition Threshold may be awarded without soliciting competitive proposals if Williamson County considers the price to be

reasonable. Efforts will be made to get the lowest and best price, but written records of such efforts are not necessary. Procurements may not be disaggregated for the purpose of failing below the Micro-Purchase threshold.

**b. Small Purchases**

Purchases of supplies, equipment and services which cost below \$50,000 require written supplier estimates but no formal bid is required. Williamson County will solicit a verbal or written response from at least three (3) vendor and will document why the vendor was selected if it is not the lowest priced offeror. If no such responses are available, a statement explaining the procurement will be prepared and filed.

**c. Competitive Sealed Bids**

The use of sealed bids will be employed when detailed specifications for the goods or services to be procured can be prepared and the primary basis for award is cost. When the cost of a contract, lease or other agreement or materials, supplies, equipment or contractual services, other than those personal (procuring the services of an individual for staff augmentation services) or professional (provided by a degreed, licensed professional, principally engineering, accounting, and legal services), exceeds \$50,000, an Invitation for Bids ("IFB") notice will generally be prepared. This notice will be published in the Williamson County newspaper of record and/or such other places as Williamson County deems appropriate. This notice will appear at least fourteen (14) days before the due date for bid proposals. Williamson County may also solicit sealed bids from responsible prospective suppliers by sending them a copy of such notice. To the extent possible, the Williamson County Staff is encouraged to maintain an open Bidders List. The IFB will include a complete, accurate and realistic specification and description of the goods or services to be procured, any required bid deposit, the amount of payment bond and bond performance required, (if applicable), the location where bid form and specification may be secured, the time and place for opening bids, and whether the bid award will be made on the basis of the lowest price or the lowest evaluated price. If the lowest evaluated price is used, the measurable criteria to be used must be stated in the IFB. Sealed bids will be opened in public at the time and place stated in the IFB. The bids will be tabulated at the time of bid opening. The results of the tabulation and the bid procurements will be examined for accuracy and completeness. In addition, Williamson County shall determine that all firms are responsive and responsible. Williamson County will make the decision as to whom the contract shall be awarded. After the bid award is made by Williamson County, a contract will be prepared for execution by the successful bidder. After the contract is signed, all bid deposits will be returned to all unsuccessful bidders. Williamson County may cancel an Invitation for Bid or reject all bids if it is determined that such is in the best interest of Williamson County. Bidders will be notified in writing of such cancellation or rejection. Williamson County may allow a vendor to withdraw a bid if requested at any time prior to bid opening. Bids received after the time set for bid opening shall be returned to the vendor unopened. Bids which do not accept all terms and conditions of the IFB shall be deemed to be non-responsive and will be rejected. Any changes to the bidding terms and conditions shall be communicated to all bidders, and all bidders will have an equal chance to submit a bid responsive to those changed terms and conditions.



#### **d. Competitive Negotiations**

Williamson County will use competitive negotiations, regardless of contract amount, upon written determination that either of the following conditions apply:

- Specifications cannot be made specific enough to permit the award of a bid on the basis of either the lowest bid or the lowest evaluated bid price (in other words, sealed bidding is not feasible); or
- The services to be procured are professional (provided by a degreed, licenses professional, principally engineering, accounting, and legal services) in nature.

Competitive negotiations will proceed as follows:

- Proposals will be solicited through advertisement in local newspapers of record and/or such other places as Williamson County deems appropriate. Additionally, a Request for Proposal (RFP) may be prepared and mailed, emailed, or faxed to qualified vendors. The RFP will describe services needed and identify the factors to be considered in the evaluation of proposals and relative weights assigned to each selection factor. The RFP will also state where further details regarding the RFP may be obtained. The RFP will call attention to the applicable regulations. Requests for proposals will always include cost as a selection factor.
- Award must be made to the offeror whose proposal is determined in writing by Williamson County to be the most advantageous to Williamson County with price and other factors considered. This evaluation and award process contemplates a balancing of cost and technical merit in arriving at a determination as to which proposal provides the best value to Williamson County. Evaluations must be based on the factors set forth in the Request for Proposal and written evaluation of each response prepared. The selection committee may contact the firm regarding their proposals for the purpose of clarification and record in writing the nature of the clarification. If it is determined that no acceptable proposal has been submitted, all proposals may be rejected. New proposals may be solicited on the same revised terms, or the procurement may be abandoned.

For the procurement of certain professional services, an alternative to RFPs may be used. Williamson County may publish a Request for Statement of Qualifications. RFSQs are handled in a similar method to RFP's with the exception that cost is not a factor in the initial evaluation. The selection committee will evaluate the response. They will rank them by comparative qualifications. The highest scoring person or firm will be contacted, and Williamson County will negotiate cost. If Williamson County is unable to negotiate a satisfactory cost arrangement, the second highest scoring person or firm will be invited to negotiate.

Williamson County will maintain a written record of all such negotiations.

#### **e. Noncompetitive Negotiations**

Williamson County requires competitive bids for purchases of goods and services (including consulting services) over \$,; however, some exceptions apply.

In circumstances, when competition cannot be obtained or the situation necessitates the required number of competitive bids to be reduced, a Sole Source or Reduction Justification Form must be submitted. The following information is a guide for requesting the waiver or reduction of competitive bids on RFPs for goods or services greater than \$, Williamson County may



purchase goods and services through non-competitive negotiations when it is determined in writing by Williamson County that competitive negotiation or bidding is not feasible and that:

- **SOLE SOURCE DEFINITION AND CRITERIA**

A single supplier that is exclusively capable of meeting Williamson County's requirements within the time available, including emergency and other situations, which preclude conventional planning and processing. These situations include:

- One-of-a-Kind/Specialized – the commodity or service has no competitive product or must meet specialized seaport, boat or marine requirements, or specialized professional or technical services, and is available from only supplier.
- Compatibility – the commodity or service must match an existing brand of equipment for compatibility and is available from only one vendor.
- Replacement Part – the commodity is a replacement part for specific brand of existing equipment and is available from only one supplier.
- Delivery Date – only one supplier can meet necessary delivery requirements.
- Emergency – URGENT NEED for the item or service does not permit soliciting competitive bids; including purchases needed to address major facility failures, damages due to disasters, or purchases necessary to address immediate safety and security issues.
- Only one satisfactory proposal is received through RFP or RFQ
- The Federal or State awarding agency has authorized the particular type of noncompetitive negotiation.

Procurement by noncompetitive negotiation requires the strictest attention to the observation of impartiality toward all suppliers. Williamson County must approve all procurements by non-competitive negotiation when only one supplier is involved or only one bid or response to an RFP/RFSQ is received.

### **3. CONTRACTS**

Generally, all procurement in excess of the Simplified Acquisition Threshold will be memorialize and supported by a written contract. Where it is not feasible or is impractical to prepare a contract, a written finding to this effect will be prepared and some form of documentation regarding the transaction will also be prepared.

- a. All contracts will contain language which allows Williamson County the opportunity to cancel any contract for cause. Said cause shall include (but not be limited to) demonstrated lack of ability to perform the work specified, unwillingness to compete the work in a timely fashion, cancellation of liability insurance or worker's compensation, failure to pay suppliers or workers, unsafe working conditions caused by the contractor, failure to comply with Davis-Bacon wage laws, (where applicable). Failure to keep accurate and timely records of the job, or failure to make those records available to Williamson County (on request) or any other documented matter which could cause hardship for Williamson County if a claim should arise, or the work not be completed on schedule at the specified cost.
- b. All contacts will contain a termination for convenience provision, which allows Williamson County to cancel the contract without fault on the part of the contractor. In the event of a termination for convenience, the contractor will receive reimbursement and/or pre-rate payment for costs and work done until the point of termination, but not anticipated profits on the work

that was cancelled. The termination provision will specify the procedures for the contractor to submit a claim for termination costs.

- c. Except as otherwise provided under C.F.R. Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R § 60-1.3 must contain the applicable contract clauses described in Appendix II to the Unifor Rules (Contract Provisions for non -Federal Entity Contracts Under Federal Awards), which are set forth in 2 C.F.R. §200.326. These provisions will be provided to all bidders.

#### **4. DOCUMENTATION**

All source documents supporting any given transaction (receipts, purchase orders, invoices RFP/RFSQ data and bid materials) will be retained and filed in an appropriate manner. Where feasible, source documents pertinent to each individual procurement shall be separately filed and maintained. Where it is not feasible to maintain individual procurement files, source documents will be filed and maintained in a reasonable manner (examples include chronologically, by vendor, by type or procurement etc.). Whatever form of documentation and filing is employed, the purpose of this section is to ensure that a clear and consistent audit trail is established. At a minimum source document data must be sufficient to establish the basis for selection, basis for cost, (including the issue of reasonableness of cost), rationale for method of procurement and selection of contract type, and basis for payment.

#### **5. LOCALLY OWNED, MINORITY-OWNED, FEMALE OWNED AND SMALL BUSINESSES**

All necessary affirmative steps will be taken and documented to solicit participation of small and minority business, women's' business enterprises, and labor surplus area firms. Where possible and feasible, deliver schedules will be established and work will be subdivided to maximize participation by small business or minority- or women-owned businesses. Subdivided components will be bid as a separate contract. A list of locally owned, minority-owned, female owned, and small businesses and also minority businesses located within the trade region shall be used when issuing IFBs, RFPs and RFSQs. This list shall also be consulted when making small purchases. Williamson County will use the services and assistance of the Small Business Administration and the minority Business Development Agency of the Department of Commerce when appropriate. The successful bidder will be required to use these same criteria in selection of suppliers and subcontractors whenever possible.

#### **6. CODE OF CONDUCT**

No Williamson County member, employee, consultant, elected official, appointed or designated agent of Williamson County will take part or have an interest in the award of any procurement transaction if a conflict of interest real or apparent, exists. A conflict of interest occurs when the official, employee or designated agent of Williamson County, partners of such individuals, immediate family members, or an organization which employs or intends to employ any of the above has a financial or other interest in any of the competition firm or will otherwise benefit financially or otherwise from a contract award. No Williamson County member, employee or designated agent of Williamson County may acquire a financial interest in or benefit in any way from any activity which uses any Federal funding, nor shall they have any interest in any contract, subcontract or agreement for themselves or any family members. NOTE: These rule apply to all named parties and shall be effective for the period of service and for one year after leaving said position (or office, in the case of elected officials).

**a. Acceptance of Gratuities**

No Williamson County member, employee or designated agent of Williamson County shall solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, subcontractors or potential subcontractors.

**b. Penalties**

Any Williamson County member, employee or designated agent of Williamson County who knowingly and deliberately violates the provisions of this code will be open to civil suit by Williamson County without the legal protection of Williamson County (if any employee) or such sanctions as available under the law (if an elected official).

Any contractor or potential contractor who knowingly and deliberately violates the provisions of these procurement standards will be barred from future transactions with Williamson County.

**7. ADDITIONAL PROVISIONS**

Williamson County Federally funded contracts are subject to a variety of required statutes, regulations, and contract clauses. While it is the responsibility of bidders and offerors to be aware of and comply with those requirements, Williamson County staff shall include applicable requirements in all Williamson County contracts to the maximum extent possible either in full text, via addendum or attachment, or by reference. The list below is not exhaustive, and other provisions may apply based on the type of work being performed and the dollar amount of the contract. The provisions below are common to many covered contracts:

**a. Labor and Employment Laws and Regulations**

A variety of construction and non-construction labor and employment laws and regulations are required as a condition of Williamson County's Federal funding. These are assembled at 2 C.F.R. §200.326 and 2 C.F.R Part 200, Appendix II, and include provisions related to Equal Employment Opportunity, Prevailing Wages, Anti-Kickback provisions, Overtime and work Safety requirements, and a variety of whistle blower protections. In dealing with all potential bidders and offerors, Williamson County Staff should ensure that the applicable requirements are included in all solicitations and contracts. To the extent possible, Williamson County Staff should highlight these requirements to bidders and offerors unfamiliar with or inexperienced in Federally funded projects.

**b. Rights to Inventions Made Under Grant or Contract**

If a contract awarded by Williamson County may result in the creation of protectable intellectual property, including a patentable invention, copyrighted material, trade secrets or technical data, or any other invention or discovery, the requirements of 37CFR § 401 may apply.

**c. Environmental Regulations**

Contracts over \$150,000 require the contractor to comply with Clean Air Act and Federal Water Pollution Control Act. Specific provisions and requirements are set forth in 2 C.F.R Part 200, Appendix II.

**d. Contracting with Suspended or Debarred Persons or Entities**

Williamson County shall not enter into any agreement with any person or entity subject to Federal Debarment or suspension, nor consent to a subcontract with any such person or entity. A list of all such persons or entities can be found at [www.sam.gov](http://www.sam.gov). Williamson County should obtain written certification from all contractors that they are not suspended or debarred from

federal procurements.

**e. Byrd Anti-Lobbying Amendment**

The following provision should be included in each contract over \$100,000 (Federal Byrd threshold):

“Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **SECTION 11**

### **CONTRACT MANAGEMENT, ADMINISTRATION AND MODIFICATION AND SYSTEM ACCESS**

#### **A. Contract Administration**

The Purchasing Department strives to provide contract administration support for all contracts originated in the Purchasing Department. The Purchasing Department shall maintain a primary and back-up contract administration system, herein "System", for redundant security.

Purchasing Department service level goals for contract administration shall include but not be limited to:

- Review of contract for purchasing law and policy compliance.
- Routing of contract to Commissioner's Court for review and approval.
- Routing to Judge's Office for required signatures.
- Return of signed contract to department point of contact.
- Placement of contract into Purchasing Department primary and back-up contract management System.
- Monitoring of contract expiration dates through System.
- Notifying departments of up-coming renewal or expiration dates.
- Vendor performance reporting.
- Planning future contract strategies to consolidate buying power.
- Permanent archiving of expired contracts.

System shall capture:

- Contract Number
- Solicitation Type
- Contract Description
- Vendor Name
- Vendor Address
- Vendor E-mail
- Vendor Telephone
- Commissioner's Court Approval Date
- Agenda Item Number
- Contract Start Date
- Contract Term Date
- Available Renewals
- Contract Renewal Date(s) with Commissioner's Court Approval Dates
- Contract Documents in File
- User Department
- User Department Point of Contact
- Purchasing Department Contact

Contract categories shall be:

- Working Multi-Year
- One-time goods and services – Projects Team
- One-time goods and services – Support Team

- Construction and Professional Service Agreements
- Expired Contracts

## **B. Contract Management**

This aspect of the procurement process is one of the most important and is frequently overlooked. The user department is on the “front line” and has the best capability to monitor and document contractor performance/compliance. To accomplish this, the following is recommended:

- Assign department personnel who have frequent interactions with the contractor to monitor and document performance.
- Require assigned personnel to read and fully understand the contract requirements.
- Coordinate with the Purchasing Department as soon as possible after contract award to identify the types of non-performance and non-compliance to be documented and the documentation requirements. Documentation at a minimum should include the details of each instance of non-performance, such as: date, location, description of the non-compliance, how the vendor was notified of non-compliance and the name of the vendor’s representative who was notified. The Purchasing Department tracks vendor performance via the Vendor Performance Report (VPR) located on the internal SharePoint Purchasing Portal. Documentation received via the VPR will be documented in the vendor file.

All documentation of non-compliance shall be communicated in writing to the Purchasing Department Contract Specialist who is assigned to monitor contracts for performance in collaboration with the user department. If there has been poor performance or non-compliance with the contract, the Contract Specialist will assist with initiating corrective action notice with the vendor. The Contract Specialist will also coordinate with the user department to document whether the terms of corrective action have been met.

The Contract Specialist will take all steps related to obtaining compliance with the contract but will consult with the Legal Department before taking any steps toward suspension or termination of the contract. The Contract Specialist will coordinate with the Legal Department on developing any letters, notices and other communication related to termination or suspension.

The objectives of department contract management are to:

- Ensure the contract requirements are satisfactorily performed before authorizing payment.
- Identify any material breach of contract by assessing the difference between contract performance and material non-performance.
- Determine if corrective action is necessary and take action if required; and
- Resolve any disputes.

Effective contract management ensures that the contract requirements are satisfied, that the goods and services are delivered per the specification, and that the financial interests of the County are protected. Proactive contract administration minimizes or eliminates problems and potential claims and disputes.

## **C. Contract Modifications**

According to Texas Local Government Code, §262.0305, after award of a contract, but before the contract is made, the Purchasing Agent, designated Purchasing employee or Department Head may negotiate a contract modification if it is in the County's best interests, does not substantially change the scope of the contract or cause the contract amount to exceed the next lowest bid. The Commissioners Court must approve the modified contract for it to be effective.

The Commissioners Court may also make changes in plans or specifications after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased. However, per Texas Local Government Code, §252.048(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent 18% without the consent of the contractor. The Purchasing Department will assist with required analysis and documentation in the event that a vendor seeks a price adjustment. Could we include a note that the price increases have to be justified (i.e., material cost increase etc. and that this has to be documented in detail. At times we may include escalation clauses in the contracts, we used to do that in past years.

The total contract price may not be increased unless the cost of the change can be paid from available funds and the increase is approved by Commissioners Court.

The Commissioners Court has the authority to approve change orders to a contract that involves an increase or decrease of more than \$50,000. In certain circumstances however, the Commissioners Court designates a county employee (i.e., Project Manager) to approve change orders up to a certain amount but below \$50,000.

The Purchasing Agent will bring contract modifications to Commissioners Court for approval on all contracts originated through the Purchasing Department.

The Commissioners Court may approve modifications to contracts if the changes are within the general scope of the contract.

#### **D. System Access**

The Purchasing Department shall fund and maintain a primary and back-up contract management system, herein "System", for redundant security. The Purchasing Department shall utilize the System for all contracts that originate through the Purchasing Department.

Each Department, through a designated employee shall have access to the System and contract data with read-only permissions. This access is provided to allow for review of documents and tracking of contract dates and vendor performance records.

Additionally, the Purchasing Department recognizes that other County departments also originate contracts, such as the Legal Department, and may have need of the System. The Purchasing Department shall make every effort to provide access credentials for full use of System to those departments that need it.

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## **SECTION 12**

### **RECEIPT OF GOODS**

#### **A. Verify Order**

Since the County does not have centralized receiving, Departments receive items. When a shipment is received, the employee receiving the shipment should perform the following steps:

- Open the shipment promptly (within 24 hours) and inspect the shipment.
- Verify that the order belongs to their department by matching the Purchase Order number assigned in Oracle to the Purchase Order number on the delivery slip. If there is no purchase order number and it does not belong to your Department, the Purchasing Department may be contacted to help identify where it should be delivered.
- Compare the actual items and quantities delivered to the items and quantities on the delivery slip and match it with the items and quantities on the Purchase Order. Note any differences in quantity and any items that have been back ordered.
- Verify whether shipping (if charged) is applicable or not.
- If the item received is a fixed asset that must be tracked and reported, department(s) must contact the Auditor's Office so it can be added to the asset database.

If there are differences or items are back ordered, department contacts the vendor to resolve the issue. If there are no differences, department receives all items and submit payment request to Accounts Payable. If there are issues with the order which cannot be resolved by the user department, involve the Purchasing Department for assistance.

#### **B. Damaged Goods**

When a shipment arrives, the user department must inspect the condition of all cartons. If freight is undamaged, the department receiving shipment should sign the freight bill. If freight is visibly damaged, the receiving Department must instruct the freight line driver to:

- Note the damage on the freight bill; and
- Sign the freight bill.

If there is concealed damage, save the shipping cartons so that the Purchasing Department can notify the freight line and request an "inspection and report of concealed damage." A receiving report noting the damage should be completed.



All boxes and packing materials should be kept in the event of visibly damaged and concealed damage freight shipments. Damaged freight must be reported to the freight line within 15 days after delivery. After 15 days, the freight line is no longer liable for the damage.

All goods not received properly or not in compliance with the contract should be documented and reported to the Purchasing Department as soon as possible so that the vendor can be notified and instructed as to corrective action.

Damaged goods should not be returned to the freight line, or the vendor, unless specifically requested to do so and then only if a claim has been filed or if authorization has been given by the vendor and/or the Purchasing Department.

## **SECTION 13**

### **FIXED ASSETS**

#### **A. General Information**

Texas Local Government Code Sec. 112.002 states that the County Auditor shall prescribe the system of Accounting for the County. Consequently, it is the responsibility of the County Auditor to create and maintain the Williamson County Asset Policy which is located at the County Auditor SharePoint Portal at the following link:

<https://wilco365.sharepoint.com/AuditorsPortal/SitePages/Home.aspx>

It is the responsibility of the Purchasing Agent, on July 1 of each year, to file with the County Auditor and each of the members of the Commissioners Court an inventory of all property on hand belonging to the County and each subdivision.

#### **B. Disposal of Salvage and Surplus Property**

The Texas Local Government Code 263.152 dictates the Disposition of Salvage and Surplus Property.

The Auditors Office handles a portion of the process, such as tracking of the assets and ensuring that the correct forms are sent to the Purchasing Department for placing transactions on the Commissioners Court agenda, if applicable, each week.

Texas Local Government Code subsection 262.011 (j) requires the County Purchasing Agent, with the approval of the Commissioners Court, to transfer County supplies, materials and equipment from a subdivision, department, officer or employee of the County that are not needed or used by another subdivision, department, officer or employee requiring the supplies or materials or use of the equipment. The County Purchasing Agent shall furnish to the County Auditor a list of the transferred supplies, material and equipment.

It is the responsibility of the Purchasing Agent, on July 1 of each year, to file with the County Auditor and each of the members of the Commissioners Court an inventory of all property on hand belonging to the County and each subdivision.

##### **1. Delegation of Authority for certain items**

The Purchasing Agent has been delegated authority by the Commissioners Court to transfer or dispose of the following items without having to return them to Commissioners Court for approval:

- Personal property (not real property);
- Items damaged beyond reasonable repair or which would be a hazard to the public if sold in an auction;
- Items which will be sold through auction or destroyed;
  - Disposable items (i.e. furniture, supplies),
  - Items of low value which would not generate any revenue if sold in auction.
- Trade-Ins (items traded in as a discount for a new asset or an asset which malfunctioned and was replaced by the manufacturer with the same item).

## **2. Items requiring Commissioners Court approval before disposal or transfer**

The following items are **not** included in the delegated authority given to the Purchasing Agent and will be sent through Commissioners Court for approval:

- Large or Capital Assets which may have a budgetary impact on the receiving department;
- Real Property;
- Vehicles;
- Computers, laptops, tablets or other technology related items;
- Large quantity of items (i.e. large number of furniture of the same kind, furniture collection of an entire office or building etc.);
- Donations;
- Lost or stolen items;
- Items requested by Commissioners Court.

This delegation of authority does not include abandoned property such as evidence or items from law enforcement investigations or legal cases which will be disposed of through a separate process administered by the Sheriff's Office. All items will be separately recorded according to their funding (i.e. General Fund items, Road and Bridge Fund items) to avoid comingling of budgeted funds.

## **3. Online Auction**

### **a. Procedure**

Williamson County utilizes GovDeals, Rene Bates, and PropertyRoom (Sheriff's Office only) as its online auctioneers. The Fleet Department processes auction requests for vehicles. The Warehouse Manager manages all other auction items except seized and stolen property which are handled by the Sheriff's Office.

Before each online auction the Purchasing Department advertises in the newspaper in accordance to TLGC 263.153. The remaining online auction process is handled by the Williamson County Warehouse staff.

**b. Advertising process**

When advertising for Auctions, Departments must first have a list of assets being auctioned to the Auditor's Office. The Fleet Department and the Warehouse which is part of the ITS department may assist in providing specifics to the items related to their area of responsibility. Following are instructions for advertisement:

The Warehouse auction runs for two (2) weeks beginning on Wednesday and ending on a Wednesday. As per Texas Local Government Code 263.153 - the Purchasing Department, under direction of the Commissioners Court, publishes a notice of sale of surplus or salvage property in at least one newspaper of general circulation in the County if the estimated value of surplus or salvage property exceeds \$500.

The notice is published after the 30<sup>th</sup> day but before the 10<sup>th</sup> day before the date of the sale.

For all property with the estimated value of not more than \$500 the requirement of publishing a newspaper advertisement is waived as the posting on the licensed auctioneer's site for at least ten (10) days, unless the property is sold before the 10<sup>th</sup> day, is sufficient.

To ensure timely processing by the paper, the Purchasing Department will attempt to send the list of items one (1) week prior to the first ad scheduled or as soon as the list is received by the Purchasing Department. Items may be summarized in groups and specific details are not necessary.

**Commissioners Court - Regular Session****27.****Meeting Date:** 08/29/2023

Approval of ILA for 9-1-1 Geographic Information Systems Database Management with Capital Area Council of Governments (CAPCOG)

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving the Interlocal Agreement (ILA) #2023262 between Williamson County and Capital Area Council of Governments (CAPCOG) for 9-1-1 Geographic Information Systems Database Management, and authorizing the execution of the agreement.

**Background**

This ILA is the annual agreement between Williamson County and CAPCOG for the delivery of 9-1-1 Geographic Information Systems Data. It is the County's funding for 9-1-1 Database and Addressing Programs in the Technology Services Department FY24. This agreement first requires the County's signature as it originated with CAPCOG. The department point of contact is George Strebel.

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**Fiscal Impact**

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

CAPCOG ILA Renewal

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 08/24/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

08/24/2023 11:44 AM  
08/24/2023 11:54 AM  
Started On: 08/18/2023 01:27 PM

# **Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management FY 2024**

## **1. Parties and Purpose**

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

## **2. Goods and Services**

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

## **3. Cooperative Purchasing**

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

## **4. Effective Date and Term of Contract**

- 4.1. This contract takes effect October 1, 2023, and terminates on September 30, 2024, unless terminated earlier under Section 10.

5. Contract Price and Payment Terms

- 5.1. For work performed under this agreement, CAPCOG agrees to compensate PUBLIC AGENCY an amount not to exceed \$469,730.95.
- 5.2. PUBLIC AGENCY agrees to invoice CAPCOG as follows for deliverables as described in Attachment A for these quarters:

October 1, 2023 – December 31, 2023: \$117,432.73, invoice due by close of business, Monday, January 8, 2024

January 1, 2024 – March 31, 2024: \$117,432.74, invoice due by close of business, Monday, April 8, 2024

April 1, 2024 – June 30, 2024: \$117,432.74, invoice due by close of business, Monday, July 8, 2024; and

July 1, 2024 – September 30, 2024: \$117,432.74, invoice due by close of business, Monday, October 14, 2024.

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

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

6. Compliance with Applicable Law and Policy

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

7. Independent Contractor, Assignment, and Subcontracting

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

- 7.2. PUBLIC AGENCY may not assign its rights or subcontract its duties without the written consent of CAPCOG. An attempted assignment or subcontract in violation of this section is void.
  - 7.3. If CAPCOG consents to PUBLIC AGENCY's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this ILA, and PUBLIC AGENCY agrees to furnish a copy of this ILA to each subcontractor and furnish, upon request, a copy of PUBLIC AGENCY's contract with any subcontractor to CAPCOG.
  - 7.4. If PUBLIC AGENCY wishes to assign the role of project representative to anyone other than a PUBLIC AGENCY employee to serve as its project representative for this ILA, it shall provide documentation to CAPCOG that the subcontractor consents to serve in this capacity.
8. Records and Monitoring
- 8.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance and costs of carrying out this ILA at PUBLIC AGENCY's offices.
  - 8.2. Subject to additional requirements of section 8.3, PUBLIC AGENCY agrees to preserve the records for three fiscal years after receiving final payment under this ILA.
  - 8.3. If an audit or information in the records is disputed or the subject of litigation, PUBLIC AGENCY agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.
  - 8.4. Upon advance and reasonable notice to the PUBLIC AGENCY, CAPCOG is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAPCOG is also entitled to visit PUBLIC AGENCY's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.
  - 8.5. CAPCOG reserves the right to visit PUBLIC AGENCY's offices to monitor performance of this contract at least during the performance period to ensure compliance with applicable law and policy. If CAPCOG exercises this option, it will provide PUBLIC AGENCY with a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.
  - 8.6. CAPCOG agrees to notify PUBLIC AGENCY at least 24 hours in advance of any intended visit under this Section other than as described in Section 8.5. Upon receipt of CAPCOG's notice, PUBLIC AGENCY agrees to notify the appropriate department(s) specified in the notice of CAPCOG's intended visit.
9. Nondiscrimination and Equal Opportunity
- 9.1. PUBLIC AGENCY shall not exclude anyone or entity from participating in PUBLIC AGENCY's duties under this ILA, deny benefits under this ILA, or otherwise discriminate against anyone in carrying out this contract because of any protected category under CAPCOG's personnel policies, which include race, color, religion, sex, age, disability, handicap, veteran status, national origin, sexual orientation, or gender identity.



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

## 10. Early Termination of Contract

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

## 11. Dispute Resolution

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

Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.

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

## 12. Notice to Parties and Project Representatives

- 12.1. Notice to be effective under this ILA must be in writing and received by the party against whom it is to operate. Notice is received by a party: A) when it is delivered to the party personally; B) on the date shown on the return receipt if mailed or registered or certified mail, return receipt requested, to the party's address specified in 12.2 or 12.3 and signed for on behalf of the party; or C) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.
- 12.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attn: Executive Director.
- 12.3. PUBLIC AGENCY's address is: 710 S. Main St., Ste. 101, Georgetown, TX 78626, Attn: Judge Bill Gravell, Jr..
- 12.4. A party may change its address by providing notice of the change in accordance with Section 12.1.
- 12.5. Rob Buckhouse, CAPCOG GIS Program Manager, is CAPCOG's Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG's Project Representative or his designee. CAPCOG's Project Representative or its Executive Director may indicate a designee through an e-mail to PUBLIC AGENCY's project representative. CAPCOG's Project Representative's phone number is (512) 916-6033, and his e-mail is [rbuckhouse@capcog.org](mailto:rbuckhouse@capcog.org).
- 12.6. George Strebel is PUBLIC AGENCY's Project Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications must be addressed to the PUBLIC AGENCY's Project Representative or his designee. The PUBLIC AGENCY's Project Representative or the individual signing this contract for PUBLIC AGENCY may indicate a designee through an e-mail to CAPCOG's project representative. PUBLIC AGENCY's

Project Representative's phone number is (512) 943-1474, and his e-mail is gstrebel@wilco.org

13. Miscellaneous

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

WILLIAMSON COUNTY

CAPITAL AREA COUNCIL OF GOVERNMENTS

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

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

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

Betty Voights

Title \_\_\_\_\_

Executive Director

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

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

Date of County Governing Body Approval:

\_\_\_\_\_

# Attachment A: Scope of Work

## Overview

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

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

## Definitions

### Core 9-1-1 GIS Data Terminology:

1. **9-1-1 GIS Database**: The geospatial database maintained and updated by the PUBLIC AGENCY that includes, at a minimum, all address points (SSAPs), road centerlines (RCLs), PSAP boundaries, Emergency Service Boundaries (ESBs), Emergency Service Zones (ESZs) boundaries, and city limit (municipal) boundaries for the PUBLIC AGENCY's Provisioning Boundary.
2. **Address Points (SSAPs)**: A data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure, but may also represent landmarks.
3. **Automatic Location Information (ALI) Database**: A tabular database of landline telephone numbers with associated location information used to route 9-1-1 calls to a PSAP.
4. **City Limit (Municipal) Boundary**: A polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction. Updates to City Limit boundaries are used to update PSAP, ESB, and ESZ boundaries.
5. **Data Layer**: Also known as a Feature Class, is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons.
6. **Feature Class**: See Data Layer.
7. **Legacy Master Street Address Guide (MSAG) Database**: A tabular database of street names and house number ranges within their associated communities defining ESZs and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.
8. **Performance Standard Accuracy**: The minimum accuracy rate that must be achieved in each of the Data Hub, EGDMS, and CAPCOG quality control reports.
9. **Positional Accuracy**: The measure of how an object is accurately positioned on the map with respect to its true position on the ground or its intended designation.
10. **Road (Street) Centerlines (RCLs)**: A data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range.
11. **Topology**: The spatial relationships between adjacent or neighboring features.

### **Specialized NG9-1-1 GIS Terminology:**

1. **Database Schema**: Also known as Data Model, is the database structure with regard to field properties, including data type, field value constraints, etc. Converting one database schema to another involves field-matching (field-mapping) and other compatibility considerations.
2. **Emergency Service Boundary (ESB)**: A polygon data layer that represents the geographic area of responsibility for emergency response providers within the geographic extent of the Provisioning Boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an Emergency Medical Services (EMS) ESB layer.
3. **Emergency Service Zone (ESZ)**: A polygon data layer representing the area within a Provisioning Boundary served by a unique combination of police, fire, and EMS responders.
4. **Geo-MSAG**: A geospatially-based database that replaces the Legacy MSAG and is created and managed using a road centerline GIS dataset. A city or county must first transition from a traditional tabular MSAG to a Geo-MSAG before it can transition to NG9-1-1. In order to qualify to initiate the transition to a Geo-MSAG, a county must achieve at least 98% match between ALI to RCL records as described later in this document.
5. **Globally Unique IDs (GUIDs)**: A unique identifier that is assigned to each record (feature) in a PUBLIC AGENCY's 9-1-1 GIS database; a GUID uniquely identifies a feature both within the PUBLIC AGENCY's 9-1-1 GIS database Provisioning Boundary and across all 9-1-1 GIS databases.
6. **Provisioning Boundary**: The authoritative polygon data layer that defines the PUBLIC AGENCY's geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the PUBLIC AGENCY's administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the PUBLIC AGENCY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the PUBLIC AGENCY, adjacent PUBLIC AGENCIES, and CAPCOG.

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

7. **PSAP Boundary**: The authoritative polygon data layer representing the geographic area within a Provisioning Boundary served by a single 9-1-1 call center (a PSAP), to which all emergency requests are initially routed.

### **Quality Control Terminology:**

1. **Accuracy Rate**: The percentage of features that Data Hub, EGDMS, and CAPCOG quality control reports each indicate are free of critical or significant errors and match a related database.
2. **Comprehensive Performance Report**: A monthly CAPCOG produced report that details accuracy and error rates as they relate to the defined performance standards for critical and significant errors. The report will also provide metrics for ALI to RCL and SSAP match rates, legacy errors, and unique features with errors.

3. **Critical Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database assessed by EGDMS or Data Hub that cause, or have a potential of causing, a critical fault in the routing of a 9-1-1 emergency service request call or text to the correct PSAP; the EGDMS system prevents data with critical errors from being uploaded to the NG9-1-1 system. Examples include (but are not limited to) gaps and overlaps between several of the data layers described above.
4. **Data Hub**: a cloud-based quality control platform provided by GeoComm that, in addition to being able to identify critical errors, can also identify "significant" and "other" errors in a PUBLIC AGENCY's 9-1-1 GIS database. Data Hub is the system that will provide data to a call taker's map display.
5. **Enterprise Geospatial Data Management System (EGDMS)**: A cloud-based quality control platform provided by AT&T/Intrado used for identifying critical errors that affect call and dispatch routing that will be used by the PUBLIC AGENCY to provision (determines acceptable) data to CAPCOG's NG9-1-1 system for call routing. EGDMS does not assess "significant" errors that affect dispatch.
6. **Error Rate**: The percentage of features that Data Hub, EGDMS, and CAPCOG quality control reports indicate have critical or significant errors, or that do not match a related database.
7. **Legacy Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update that was also present in a preceding update.
8. **New Error**: Any error present in the PUBLIC AGENCY's 9-1-1 GIS database update for the first time.
9. **Other Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database identified by GeoComm's Data Hub quality control software other than a "critical" or "significant" error.
10. **Quality Control Reports**: Any of the reports generated by Data Hub, EGDMS, or CAPCOG that evaluates a Feature Class provided by Public Agency and indicates critical, significant, or other errors as well as additional information that evaluates the quality of the data entered relative to requirements for NG9-1-1.
11. **Significant Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by GeoComm's Data Hub quality control software that cause, or have a potential of causing, a critical fault in Computer-Aided Dispatch (CAD) mapping platforms or other related systems.

#### **General Terminology:**

1. **Submission Window**: The period of time during which Public Agency can upload Feature Class datasets to CAPCOG to be included in the 9-1-1 database. It is defined as ending at the end of the first day of each month and beginning at the start of the day five days prior to the first day of the month.
2. **Quarterly Report**: A report provided by Public Agency each quarter that indicates the work performed on the 9-1-1 GIS database over the course of the previous quarter. This report is used in conjunction with the Public Agency's invoice in order for CAPCOG to provide reimbursement to the Public Agency.

## **Task 1: Basic Work**

Task 1 involves information gathering and data preparation needed for the 9-1-1 GIS database.

Task 1.A: PUBLIC AGENCY shall constantly maintain a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records in the formats specified for each Feature Class in Attachment B for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

1. Street Addresses
2. Roads
3. Municipal boundaries
4. Police ESB
5. Fire ESB
6. Emergency Medical Service ESB
7. ESZs

Data submitted by PUBLIC AGENCY must adhere to requirements for Feature Class datasets specified in Attachment B.

Task 1.B: PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to PUBLIC AGENCY in a timely manner. When such changes occur, PUBLIC AGENCY shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination. PUBLIC AGENCY shall submit a copy of each of these agreements to CAPCOG no later than October 6, 2023.

Task 1.C: If CAPCOG identifies any situations in which a road centerline is coincident with a Provisioning Boundary, PUBLIC AGENCY is responsible for coordinating with any adjacent agencies sharing responsibility for that road centerline to determine which agency will be responsible for maintaining which portions of the road centerline data to avoid duplication.

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

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

Task 1.F: PUBLIC AGENCY shall provide to CAPCOG information from any County Commissioners' Court meetings or City Council meetings that would affect PUBLIC AGENCY's performance of this contract, including (but not limited to) changes to PSAPs, ESBs/ESZs, annexation, or subcontracting. PUBLIC AGENCY's Project Representative is expected to keep track of County Commissioners Court and City Council meeting agendas to determine if an item may affect the performance of this contract, and notify CAPCOG's project representative of any such issues as soon as possible, but no later than 2 days prior to the Commissioners Court or City Council meeting. Such information includes, but is not limited to, annexation notices, disannexation notices, and interlocal agreements related to emergency services and coverage areas. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the PUBLIC AGENCY in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data

and/or reinstate prior versions if the data submitted by PUBLIC AGENCY are found to have errors. Regardless of any such changes made by local governments within their Provisioning Boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system. CAPCOG shall make PUBLIC AGENCY aware of any required changes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month.

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

Task 1.H: By October 6, 2023, PUBLIC AGENCY shall submit to CAPCOG a listing of which agencies are responsible for assigning 9-1-1 addresses within all areas of their Provisioning Boundary.

## **Task 2: Feature Class Quality Control**

Task 2 involves uploading the Feature Class datasets to designated quality control services one or more times a month in order to check the integrity of the data for the purpose of ensuring that it is accurate for 9-1-1 use, meets the requirements for an NG9-1-1 system, and gives Public Agency the opportunity to correct errors before submitting the monthly upload required in Task 3.

Task 2.A: Public Agency must download the ALI extract data from the site provided by CAPCOG within seven days of being notified by CAPCOG that it is available.

Task 2.B: Public Agency must upload Feature Class datasets to Data Hub to obtain Quality Control Reports at least once a month, and not more frequent than once per week. The roads (RCL) and street addresses (SSAP) need to be included in every upload. The Municipal Boundaries, Emergency Service Zones (ESZ), Police (ESB), Fire (ESB), and Emergency Medical Service (ESB) Feature Classes only need to be uploaded when the Feature Class has changed since the previous month. The downloaded ALI extract data specified in Task 2.A must be included with at least one of the uploads per month.

Task 2.C: Public Agency must upload Feature Class datasets to EGDMS to obtain Quality Control Reports at least once a month. There is no limit to the number of times that Public Agency can upload data to EGDMS. The roads (RCL) and street addresses (SSAP) need to be included in every upload. The Municipal Boundaries, Emergency Service Zones (ESZ), Police (ESB), Fire (ESB), and Emergency Medical Service (ESB) Feature Classes only need to be uploaded when the Feature Class has changed since the previous month.

Task 2.D: Public Agency must correct any errors that are indicated in the Quality Control Reports obtained by performing Tasks 2.B and 2.C. as soon as possible.

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

## **Task 3: GIS Work for PSAP Map Updates**

Task 3 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database for use in monthly updates to PSAP mapping applications. CAPCOG's expectation is that this work would be performed by a person, either on staff or subcontracted by the PUBLIC AGENCY, with responsibilities,



knowledge, skills, education, and experience comparable to the state's "Geographic Information Specialist II" job description.<sup>1</sup> Task 2 includes the following sub-tasks:

Task 3.A: PUBLIC AGENCY must maintain at least one ESRI ArcGIS software license in order to carry out this work.

Task 3.B: PUBLIC AGENCY shall submit to CAPCOG all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database at least once a month in ESRI File geodatabase format (.gdb) pursuant to the specifications in Attachment B and any other CAPCOG guidance during the Submission Window. The latest submission that complies with the Performance Standard Accuracy will be used for the 9-1-1 database update.

Task 3.C: In addition, PUBLIC AGENCY shall maintain the ALI database within the PUBLIC AGENCY's Provisioning Boundary. This includes, but is not limited to, correcting telephone number database errors, maintenance, and quality-control of an accurate 9-1-1 call location map.

## **Task 4: Updates for Call-Routing**

In a NG9-1-1 environment, the GIS database is used not only for PSAP mapping applications, but also to route both cell and landline phone calls to the proper PSAP.

Task 4.A: PUBLIC AGENCY shall submit the most recent 9-1-1 road (RCL) and street address (SSAP) Feature Class datasets to EGDMS at least once during the Submission Window. CAPCOG will assess compliance with Performance Standard Accuracy indicated for each Feature Class in Attachment B based on the last submission during the Submission Window. Road (RCL) updates submitted by PUBLIC AGENCY to EGDMS will automatically update PUBLIC AGENCY's GeoMSAG.

Task 4.B: Public Agency must correct any errors that are indicated in the Quality Control Reports obtained by performing Tasks 3.A prior to the next monthly submission. Failure to make progress in correcting critical errors identified in the prior month's submission will be noted in CAPCOG's Comprehensive Performance Reports and must be noted and explained in Quarterly Reports submitted by PUBLIC AGENCY when submitting an invoice to CAPCOG.

## **Content of Quarterly Reports**

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

- For each applicable governmental entity with administrative boundaries within PUBLIC AGENCY's Provisioning Boundary, PUBLIC AGENCY shall provide a summary of actions taken each month relevant to the 9-1-1 GIS database, including any new records added since the last update and errors corrected.
- The date and time of the PUBLIC AGENCY's last backup of its 9-1-1 GIS database.
- Dates and basic summaries (such as total number of features) of data submissions to CAPCOG.
- A summary of any work that involved resolution of boundary issues with other entities, correction of errors and resolution of any other issues related to this contract

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

- An explanation for any performance issues during the quarter and corrective action that will be taken to address and prevent such issues in the future, including:
  - Late or incomplete data submissions;
  - Failure to meet performance expectations for ALI to RCL match accuracy rates, critical error accuracy rates, or significant error rates; and
  - Any other issue identified by CAPCOG in a Comprehensive Performance Report.

## Operational Timeline

The following timeline should be used by PUBLIC AGENCY in planning its submission of data to DataHub and CAPCOG for PSAP map updates (Task 3) and to EGDMS for and call-routing updates (Task 4):

Month	Submission Window	Error Correction Window	CAPCOG Pushes out PSAP Map Update
Oct 2023	2023-09-25 – 2023-10-02	2023-10-03 – 2023-10-06	2023-10-10
Nov 2023	2023-10-25 – 2023-11-01	2023-11-02 – 2023-11-07	2023-11-09
Dec 2023	2023-11-22 – 2023-12-01	2023-12-04 – 2023-12-07	2023-12-11
Jan 2024	2023-12-21 – 2024-01-02	2024-01-03 – 2024-01-08	2024-01-10
Feb 2024	2024-01-25 – 2024-02-01	2024-02-02 – 2024-02-07	2024-02-09
Mar 2024	2024-02-23 – 2024-03-01	2024-03-04 – 2024-03-07	2024-03-11
Apr 2024	2024-03-25 – 2024-04-01	2024-04-02 – 2024-04-05	2024-04-09
May 2024	2024-04-24 – 2024-05-01	2024-05-02 – 2024-05-07	2024-05-09
Jun 2024	2024-05-24 – 2024-06-03	2024-06-04 – 2024-06-07	2024-06-11
Jul 2024	2024-06-24 – 2024-07-01	2024-07-02 – 2024-07-08	2024-07-10
Aug 2024	2024-07-25 – 2024-08-01	2024-08-02 – 2024-08-07	2024-08-09
Sep 2024	2024-08-27 – 2024-09-03	2024-09-04 – 2024-09-06	2024-09-11

## Review of Deliverables and Invoices

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

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

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

## **CAPCOG Guidance and Direction**

In addition to the Comprehensive Performance Reports identified in Task 3.B, CAPCOG may issue technical guidance or direction to PUBLIC AGENCY's Project Representative that provides further clarification, interpretation, and details. Failure to follow any such guidance would constitute a performance deficiency for this agreement.

# Attachment B: CAPCOG Next Generation 9-1-1 GIS Data Requirements Version 2 (October 2023)

## 1 Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI) and use in a Next Generation 9-1-1 system which relies on GIS data for call and dispatch routing through the Emergency Call Routing Function/Location Validation Function (ECRF/LVF) as defined in the *NENA Master Glossary of 9-1-1 Terminology* (see the Reference Documents section at the end of this document).

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

The GIS Data requirements in this document are a condensed version of, and based upon, data standards created by NENA (National Emergency Number Association) as they are developed and evolve over time. These data model standards should be more thoroughly reviewed in *NENA Standard for NG9-1-1 GIS Data Model* (see the Reference Documents section at the end of this document).

Specifics regarding address point placement methodologies should be reviewed in *NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1* (see the Reference Documents section at the end of this document).

To the extent possible, CAPCOG will use the ESB and ESZ data submitted by Public Agency in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data or reinstate prior versions if the data submitted are found to have errors. CAPCOG shall make PUBLIC AGENCY aware of any changes it makes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month. The local jurisdiction is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

## 2 Feature Class Schema Guidelines

The schema for each required dataset includes fields with specific names, data types, and widths. Some fields require a value, others require a value only under certain conditions, some can optionally contain a value or not contain a value, and others must not contain a value. The tables provided in this document in the “Database Format” section for each Feature Class indicate these preferences as well as a description of the values that need to be provided for the field. Additionally, a descriptive name is provided for each field that can be used to easily refer to it in conversation.

The name, data types, and widths are specific to each field and must follow the exact guidelines outlined in the tables for each dataset. When creating datasets, fields must be kept in the same order as listed in the tables.

The tables of field definitions that are included in the “Database Format” section for each Feature Class include the same five columns: FIELD NAME, REQUIRED, TYPE, DESCRIPTION / VALID ENTRIES, and DESCRIPTIVE NAME. A description of each is provided below.

**FIELD NAME:** The required name for the field that must be entered exactly as it appears in the table. Some field names are all UPPER CASE and some use CamelCase.

**DESCRIPTIVE NAME:** A name that can be used in conversation to refer to the field that is more easily understandable than the actual field name. The common name is not used in any other context.

**REQUIRED:** This indicates if the field is required to contain a value, or not. The column indicates one of the following four choices to indicate the value requirement:

- YES – The field **MUST** contain a non-NULL value and cannot be blank.
- CONDITONAL – The field must contain a non-NULL value if the attribute information exists in the real world. If no value exists for the feature, the individual value is left:
  - NULL without an empty space (if TEXT),
  - 0 (if LONG), or
  - 0.0 (if FLOAT)
- NO – An optional value can be entered or can be NULL, or
- EMPTY – The field value must be NULL.

**TYPE:** The **TYPE** column indicates the data type required for the field.

- TEXT – string of printable UTF-8 characters including any combination of alphabetical letters, numbers, and printable special characters plus spaces. Non-breaking spaces and non-printable characters are not included.
- DATE – Date and time using ISO 8601 compliant formats which are in the format of YYYY-MM-DD HH:MM:SS
- DOUBLE – double precision floating point numeric values with decimals
- LONG – whole numeric values ranging from -2,147,483,648 to +2,147,483,647 without decimals

**WIDTH:** the number of allowable characters for each field having a TEXT data type.

**CASE:** the case requirements for the value entered into the field. Allowable cases are:

- UPPER: all characters must be in uppercase
- MIXED: characters should be entered using both uppercase and lowercase as deemed appropriate by Public Agency

**DESCRIPTION / VALID ENTRIES:** A description of the value that is expected in the field including any required formatting, references to standards to use, valid values if limited to a determined set, required value if it is to be constant across records, and other helpful information.

### 3 NENA Globally unique IDS (NGUID)

In this version of the NG9-1-1 GIS Data Model, the format of the NENA Globally Unique ID (NGUID) has changed. The changes make the form of these IDs match other similar IDs in *NENA i3 Standard for Next Generation 9-1-1* (see the Reference Documents section at the end of this document). Like the changes in

i3, this change lets a user see what kind of data the ID is from (GIS data), what layer it is from, and which organization created the data. Converting from the NGUID in CAPCOG GIS Data Model Version 1 is simple. A layer-sensitive string precedes the existing data and the "@" sign is replaced with a colon. Additionally, the new format allows a host name containing the agency identifier to be used after the final colon, although using only the agency identifier is acceptable. The extra information in the host name allows more than one system or instance in an agency to create identifiers without a risk of a duplicate identifier. For example, one system could use "system1.example.com" and another could use "system2.example.com."

NGUIDs SHALL be generated and maintained within a GIS database by concatenating "urn:emergency:uid:gis:[Layer Indicator]:[Local Unique ID]:[Agency Identifier/Host Name]" where the elements are defined as:

- urn:emergency:uid:gis – standardized unique prefix that defines this class of IDs associated with GIS data.
- Layer Indicator – the shorter name for the GIS data layer the feature is associated with as defined by the GIS Data Layers Registry in NENA-STA-010 [3]. See section 7.2 in this document for Layer Indicator values.
- Local Unique ID – a GIS Data Provider generated "locally assigned ID," which can be numeric and/or text. This local ID MUST be unique within the GIS Data Provider's dataset for all features associated with a specific Agency Identifier.
- Agency Identifier/Host Name – a fully qualified domain name (FQDN) representing the GIS Data Provider, which is an "Agency." Agency and Agency Identifier are as defined in NENA-STA-010 [3]. The domain name is obtained from any Domain Name System (DNS) registrar.

Each NGUID MUST be unique as an aggregated NGUID following the structure described in this section.

The combination of the Local Unique ID with the rest of the values that construct the NGUID, provides a unique NGUID when multiple Public Agency submissions are aggregated. The NGUID SHOULD be stable for as long as possible, so that it supports the reporting and resolution of errors from a quality control process, including the discrepancy reporting. The consistency of the ID between submissions also assists with managing downstream data sets.

#### Example NGUID:

urn:emergency:uid:gis:RCL:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org

In the example above, the parts of the NGUID are:

<b>URN</b>	urn:emergency:uid:gis
<b>Layer Indicator</b>	RCL
<b>Local Unique ID</b>	{AD873541-F41C-409E-A0BE-1B0C583902A4}
<b>Agency Identifier</b>	wilco.org

#### Layer Indicators

The possible values for the Layer Indicator component of the NGUID must be the one appropriate for the Feature Class as indicated in the table below.

Feature Class	Layer Name
Road Centerline	RCL
Site Structure Address Point	SSAP
Police ESB	Pol
Fire ESB	Fire
EMS ESB	Ems
Incorporated Municipalities	A3

## 4 Road Centerlines (RCL)

**Type of Data:** Line

**Performance Standard Accuracy:** 98%

**Positional Accuracy:** Street centerlines must be within +/- 5 feet of the center of the roadbed.

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

### 4.1 Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are required to have the designation “Driveway” entered in the St\_Name field, “DRVW” entered in the LSt\_Name and FULL\_NAME fields, and have any other relevant attribute information completed, including the ‘CLASS’ field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The roadbed is defined as the part on which vehicles travel, noting that when roadways are divided (i.e., by a median) the roadbeds on each side should have a centerline drawn. In all cases each street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection.

### 4.2 Database Format

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

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrpAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: <b>Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson</b>
DateUpdate	Date Updated	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format
Effective	Effective Date	NO	DATE	N/A	N/A	Date the new record information goes into effect in ISO 8601 format
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:RCL:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
AdNumPre_L	Left Address Number Prefix	CONDITIONAL	TEXT	15	MIXED	Part of an address preceding the numeric address on Left
AdNumPre_R	Right Address Number Prefix	CONDITIONAL	TEXT	15	MIXED	Part of an address preceding the numeric address on Right
COUNTRY	Country	YES	TEXT	2	UPPER	The value must be: <b>US</b>
FromAddr_L	Left FROM Address	YES	LONG	N/A	N/A	Left address number at the FROM node
ToAddr_L	Left TO Address	YES	LONG	N/A	N/A	Left address number at the TO node
FromAddr_R	Right FROM Address	YES	LONG	N/A	N/A	Right address number at the FROM node
ToAddr_R	Right TO Address	YES	LONG	N/A	N/A	Right address number at the TO node
Parity_L	Parity Left	YES	TEXT	1	MIXED	Valid values are: <b>E</b> = Even, <b>O</b> = Odd, <b>B</b> = Both, <b>Z</b> = Zero (if the range is 0 to 0)
Parity_R	Parity Right	YES	TEXT	1	MIXED	Valid values are: <b>E</b> = Even, <b>O</b> = Odd, <b>B</b> = Both, <b>Z</b> = Zero (if the range is 0 to 0)
St_PreMod	Street Name Pre Modifier	CONDITIONAL	TEXT	15	MIXED	Word or phrase separate from type and direction that precedes St_PreDir e.g., <b>Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass</b>
St_PreDir	Street Name Pre Directional	CONDITIONAL	TEXT	10	MIXED	Spelled out leading directional prefix. Valid values are: <b>North, South, East, West, Northwest, Northeast, Southwest, Southeast.</b>
St_PreTyp	Street Name Pre Type	CONDITIONAL	TEXT	50	MIXED	Spelled out word or phrase that precedes and identifies a type of thoroughfare. Must be fully spelled out, e.g., "Farm to Market Road" instead of "FM". Restricted values found in <a href="#">NENA Registry of Street Name Pre Types and Street Name Post Types</a> (see the Reference Documents section at the end of this document).
St_PreSep	Street Name Pre Type Separator	CONDITIONAL	TEXT	20	MIXED	A preposition or prepositional phrase between St_PreTyp and St_Name, e.g., " <b>of the</b> " in "Avenue of the Stars". Restricted to values found in <a href="#">NENA Registry of Street Name Pre Type Separators</a> (see the Reference Documents section at the end of this document).
St_Name	Street Name	YES	TEXT	254	MIXED	Legal street name as assigned by local addressing authority. The street name does not include any street types, directionals, or modifiers, e.g., " <b>Fifth</b> " in " <b>Fifth Avenue</b> " or " <b>2244</b> " in " <b>Farm to Market Road 2244</b> ". The value must be " <b>Driveway</b> " for unnamed streets.
St_PosTyp	Street Name Post Type	CONDITIONAL	TEXT	50	MIXED	Word or phrase that follows the St_Name element and identifies a type of thoroughfare in a complete St_Name, e.g., " <b>Parkway</b> " in



FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						<b>“Ocean Parkway”</b> . Restricted to values found in <i>NENA Registry of Street Name Pre Types and Street Name Post Types</i> (see the Reference Documents section at the end of this document).
St_PosDir	Street Name Post Directional	CONDITIONAL	TEXT	10	MIXED	Trailing directional suffix. Valid values are: <b>North, South, East, West, Northwest, Northeast, Southwest, Southeast.</b>
St_PosMod	Street Name Post Modifier	CONDITIONAL	TEXT	25	MIXED	Word or phrase separate from type and direction that follows St_Name, e.g., “Number 5” in “Fire Road Number 5”; “Northbound” in “North Interstate 35 Northbound”
LSt_PreDir	Legacy Street Name Pre Directional	CONDITIONAL	TEXT	2	UPPER	Leading directional prefix. Valid values are: <b>N</b> = North, <b>S</b> = South, <b>E</b> = East, <b>W</b> = West, <b>NW</b> = Northwest, <b>NE</b> = Northeast, <b>SE</b> = Southeast, and <b>SW</b> = Southwest.
LSt_Name	Legacy Street Name*	CONDITIONAL	TEXT	75	UPPER	Legal street name as assigned by local addressing authority. The value must be <b>“DRVW”</b> for unnamed streets.
LSt_Typ	Legacy Street Name Type*	CONDITIONAL	TEXT	4	UPPER	Type of street following the street name, valid entries on USPS Pub 28, e.g., RD, ST, TRL.
LSt_PosDir	Legacy Street Name Post Directional*	CONDITIONAL	TEXT	2	UPPER	Trailing directional suffix. Valid values are: <b>N</b> = North, <b>S</b> = South, <b>E</b> = East, <b>W</b> = West, <b>NW</b> = Northwest, <b>NE</b> = Northeast, <b>SE</b> = Southeast, and <b>SW</b> = Southwest.
FULL_NAME	Full Street Name	YES	TEXT	125	UPPER	Full street name, should be a concatenation of 4 fields: LSt_PreDir, LSt_Name, LSt_Type and LSt_PosDir with no trailing or leading spaces
ESN_L	ESN Left	YES	TEXT	5	N/A	5-digit Emergency Service Number as identified by ESN on Left. If the ESN number has fewer than 5 digits, it must include leading zeros
ESN_R	ESN Right	YES	TEXT	5	N/A	5-digit Emergency Service Number as identified by ESN on Right. If the ESN number has fewer than 5 digits, it must include leading zeros.
MSAGComm_L	MSAG Community Name Left*	CONDITIONAL	TEXT	30	UPPER	Valid service community as identified by MSAG on Left
MSAGComm_R	MSAG Community Name Right*	CONDITIONAL	TEXT	30	UPPER	Valid service community as identified by MSAG on Right
Country_L	Country Left	YES	TEXT	2	UPPER	Value must be: <b>US</b>
Country_R	Country Right	YES	TEXT	2	UPPER	Value must be: <b>US</b>
State_L	State or Equivalent Left (A1)	YES	TEXT	2	UPPER	Value must be: <b>TX</b>

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
State_R	State or Equivalent Right (A1)	YES	TEXT	2	UPPER	Value must be: <b>TX</b>
County_L	County or Equivalent Left (A2)	YES	TEXT	100	MIXED	Fully spelled county name on the left side of the road. Valid values are: <b>Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson.</b>
County_R	County or Equivalent Right (A2)	YES	TEXT	100	MIXED	Fully spelled county name on the right side of the road. Valid values are: <b>Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson.</b>
AddCode_L	Additional Code Left	CONDITIONAL	TEXT	6	MIXED	A code on the left side of the road that specifies a geographic area
AddCode_R	Additional Code Right	CONDITIONAL	TEXT	6	MIXED	A code on the right side of the road that specifies a geographic area
IncMuni_L	Incorporated Municipality Left (A3)	YES	TEXT	100	MIXED	Name of municipality on Left. If none, populate with <b>"Unincorporated"</b>
IncMuni_R	Incorporated Municipality Right (A3)	YES	TEXT	100	MIXED	Name of municipality on Right. If none, populate with <b>"Unincorporated"</b>
UnincCom_L	Unincorporated Community Left (A4)	NO	TEXT	100	MIXED	The unincorporated community, either within an incorporated municipality or in an unincorporated portion of a county, or both, on the left side of the street, e.g., Del Valle, Kingsland.
UnincCom_R	Unincorporated Community Right (A4)	NO	TEXT	100	MIXED	The unincorporated community, either within an incorporated municipality or in an unincorporated portion of a county, or both, on the right side of the street, e.g., Del Valle, Kingsland.
NbrhdCom_L	Neighborhood Community Left (A5)	NO	TEXT	100	MIXED	Name of neighborhood or subdivision on Left
NbrhdCom_R	Neighborhood Community Right (A5)	NO	TEXT	100	MIXED	Name of neighborhood or subdivision on Right
PostCode_L	Postal Code Left	NO	TEXT	5	MIXED	The ZIP code on the left side of the street
PostCode_R	Postal Code Right	NO	TEXT	5	MIXED	The ZIP code on the right side of the street
PostComm_L	Postal Community Name Left	NO	TEXT	40	MIXED	City name for the ZIP code of an address, as given in the USPS on Left
PostComm_R	Postal Community Name Right	NO	TEXT	40	MIXED	City name for the ZIP code of an address, as given in the USPS on Right
RoadClass	Road Class	NO	TEXT	24	UPPER	See valid Road Class I Types in Section 4.3
CLASS	Road Class Code	YES	TEXT	4	UPPER	Street type designation code (See Road Class

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						Codes in Section 4.4
OneWay	One-Way	NO	TEXT	2	UPPER	Valid values are: <b>B</b> = Both, <b>FT</b> = FROM node to TO node, <b>TF</b> = TO node to FROM node
SpeedLimit	Speed Limit	NO	LONG	N/A	N/A	Posted speed limit in MPH
Valid_L	Validation Left	NO	TEXT	1	UPPER	Indicates if the address range on the left side of the road segment, relative to the FROM node, should be used for civic location validation. A value of “Y” MAY be entered if any Address Number within the address range on the left side of the road segment should be considered by the LVF to be valid. A value of “N” MAY be entered if the Address Number should only be validated using the SiteStructureAddressPoint layer. If not present, a value of “Y” is assumed.
Valid_R	Validation Right	NO	TEXT	1	UPPER	Indicates if the address range on the right side of the road segment, relative to the FROM node, should be used for civic location validation. A value of “Y” MAY be entered if any Address Number within the address range on the right side of the road segment should be considered by the LVF to be valid. A value of “N” MAY be entered if the Address Number should only be validated using the SiteStructureAddressPoint layer. If not present, a value of “Y” is assumed.
NOTES	Notes	NO	TEXT	75	UPPER	Additional information

### 4.3 Road Class I Types

The following list of codes are used in the “RoadClass” field in the RCL Database:

- **PRIMARY**
- **SECONDARY**
- **LOCAL** (City, Neighborhood, or Rural Road)
- **RAMP**
- **SERVICE** (usually along a limited access highway)
- **VEHICULAR TRAIL** (4WD, snowmobiles)
- **WALKWAY** (Pedestrian Trail, Boardwalk)
- **ALLEY**
- **PRIVATE** (service vehicles, logging, oil fields, ranches, etc.)
- **PARKING LOT**
- **TRAIL** (Ski, Bike, Walking / Hiking Trail)

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

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

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

## 5 Site / Structure Address Points (SSAP)

**Type of Data:** Point

**Performance Standard Accuracy:** 98%

**Positional Accuracy:** Structures or designated site locations must be within +/- 25 feet of their true location or intended designation.

This dataset represents addressable sites, structures, or property entrances that exist within theCAPCOG region.

### 5.1 Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the *NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1* (see the Reference Documents section at the end of this document).

### 5.2 Database Format

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

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrpAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: <b>Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson</b>
DateUpdate	Date Updated	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format
Effective	Effective Date	NO	DATE	N/A	N/A	Date the new record information goes into effect in ISO 8601 format

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:SSAP:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org
Country	Country	YES	TEXT	2	UPPER	The value must be: <b>US</b>
State	State	YES	TEXT	2	UPPER	The value must be: <b>TX</b>
County	County	YES	TEXT	100	MIXED	Fully spelled county name. Valid values are: <b>Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson</b>
AddCode	Additional Codd	CONDITIONAL	TEXT	6	N/A	A code that specifies a geographic area
AddDataURI	Additional Data URI	CONDITIONAL	TEXT	254	N/A	URI for additional data associated with the address point
Inc_Muni	Incorporated Municipality	YES	TEXT	100	MIXED	Name of municipality. If none, populate with <b>"Unincorporated"</b>
Uninc_Comm	Unincorporated Community	NO	TEXT	100	MIXED	The unincorporated community, either within an incorporated municipality or in an unincorporated portion of a county, or both
Nbrhd_Comm	Neighborhood Community	NO	TEXT	100	MIXED	Name of neighborhood or subdivision where the address is located
AddNum_Pre	Address Number Prefix	CONDITIONAL	TEXT	15	N/A	Part of an address leading the numeric address
Add_Number	Address Number	YES	LONG	N/A	N/A	Numeric identifier of a location along a thoroughfare
AddNum_Suf	Address Number Suffix	CONDITIONAL	TEXT	15	N/A	Part of an address following the address number, e.g., ½, B
St_PreMod	Street Name Pre Modifier	CONDITIONAL	TEXT	15	MIXED	Word or phrase separate from type and direction that precedes St_PreDir, e.g., Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
St_PreDir	Street Name Pre Directional	CONDITIONAL	TEXT	10	MIXED	Leading directional prefix. Valid values are: North, South, East, West, Northwest, Northeast, Southwest, Southeast. <b>MUST</b> be fully spelled out.
St_PreTyp	Street Name Pre Type	CONDITIONAL	TEXT	50	MIXED	Spelled out word or phrase that precedes and identifies a type of thoroughfare. Must be fully spelled out, e.g., "Farm to Market Road" for "FM". Restricted values found in <a href="#">NENA Registry of Street Name Pre Types and Street Name Post Types</a> (see the Reference Documents section at the end of this document)

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
St_PreSep	Street Name Pre Type Separator	CONDITIONAL	TEXT	20	MIXED	A preposition or prepositional phrase between the Street Name Pre Type and Street Name. Ex. "of the" in "Avenue of the Stars". Restricted to values found in <a href="#">NENA Registry of Street Name Pre Type Separators</a> (see the Reference Documents section at the end of this document).
St_Name	Street Name	YES	TEXT	254	MIXED	Legal street name as assigned by local addressing authority. The street name does not include any street types, directionals, or modifiers. Ex. "Fifth" in "Fifth Avenue" or "2244" in "Farm to Market Road 2244"
St_PosTyp	Street Name Post Type	CONDITIONAL	TEXT	50	MIXED	Word or phrase that follows the St_Name element and identifies a type of thoroughfare in a complete street name. Ex, "Parkway" in "Ocean Parkway". Restricted values found in <a href="#">NENA Registry of Street Name Pre Types and Street Name Post Types</a> (see the Reference Documents section at the end of this document)
St_PosDir	Street Name Post Directional	CONDITIONAL	TEXT	10	MIXED	Trailing directional suffix. Valid values are: North, South, East, West, Northwest, Northeast, Southwest, Southeast.
St_PosMod	Street Name Post Modifier	CONDITIONAL	TEXT	25	MIXED	Word or phrase separate from type and direction that follows St_Name, e.g., "Number 5" in "Fire Road Number 5"; "Northbound" in "North Interstate 35 Northbound"
LSt_PreDir	Legacy Street Name Pre Directional	CONDITIONAL	TEXT	2	UPPER	Leading directional prefix. Valid values are: <b>N</b> = North, <b>S</b> = South, <b>E</b> = East, <b>W</b> = West, <b>NW</b> = Northwest, <b>NE</b> = Northeast, <b>SE</b> = Southeast, and <b>SW</b> = Southwest.
LSt_Name	Legacy Street Name	CONDITIONAL	TEXT	75	UPPER	Legal street name as assigned by local addressing authority
LSt_Typ	Legacy Street Name Type	CONDITIONAL	TEXT	4	UPPER	Type of street following the street name, valid entries on USPS Pub 28, e.g., RD, ST, TRL.
LSt_PosDir	Legacy Street Name Post Directional	CONDITIONAL	TEXT	2	UPPER	Trailing directional suffix. Valid values are: <b>N</b> = North, <b>S</b> = South, <b>E</b> = East, <b>W</b> = West, <b>NW</b> = Northwest, <b>NE</b> = Northeast, <b>SE</b> = Southeast, and <b>SW</b> = Southwest.
FULL_NAME	Full Street Name	YES	TEXT	125	UPPER	Full street name, must be identical to the site's related road FULL_NAME in the RCL Feature Class
FULL_ADDR	Full Address	YES	TEXT	170	UPPER	Full address, should be a concatenation of AddNum_Pre + Addr_Number + AddNum_Suf + FULL_NAME with no extra,

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						leading or trailing spaces
ESN	ESN	YES	TEXT	5	N/A	Emergency Service Number associated with the address and community name preceded by leading zeroes if digits are fewer than 5
MSAGComm	MSAG Community Name	YES	TEXT	30	UPPER	Valid service community associated with the location of the address, e.g., Del Valle, Kingsland.
Post_Comm	Postal Community Name	NO	TEXT	40	MIXED	City name for the ZIP code of an address, as given in the USPS
Post_Code	Postal Code	NO	TEXT	5	N/A	5-digit numeric ZIP code area
PostCodeEx	Postal Code Extension	NO	TEXT	4	N/A	ZIP code + 4 extension
Building	Building	NO	TEXT	75	N/A	One among a group of buildings that have the same address
Floor	Floor	NO	TEXT	75	N/A	A floor, story, or level within a building
Unit	Unit	NO	TEXT	75	N/A	A suite or group of rooms within a building that share the same entrance
Room	Room	NO	TEXT	75	N/A	A single room within a building
Seat	Seat	NO	TEXT	75	N/A	A place where a person sits within a building, e.g., cubicle
Addt_Loc	Additional Location Information	NO	Text	225	N/A	A part of the sub-address that is not a building, floor, room, or seat
LandmkName	Complete Landmark Name	CONDITIONAL	TEXT	150	MIXED	The name by which a prominent feature is publicly known or vanity address
Milepost	Milepost	CONDITIONAL	LONG	N/A	N/A	A posted numeric measurement from a given beginning point
Place_Type	Place Type	NO	TEXT	50	MIXED	Type of feature identified by the address, e.g., residential, office, store, school
Placement	Placement Method	NO	TEXT	25	MIXED	Methodology used for placement of the address point. Restricted values found in <a href="#">NENA Address Point Placement Registry</a> (see the Reference Documents section at the end of this document)
Longitude	Longitude	YES	DOUBLE	N/A	N/A	Longitude of point in decimal degrees using EPSG: 4326
Latitude	Lattitude	YES	DOUBLE	N/A	N/A	Latitude of point in decimal degrees using EPSG: 4326
Elevation	Elevation	NO	DOUBLE	N/A	N/A	Height above Mean Sea Level in meters
ST_ALIAS	Street Alias	CONDITIONAL	TEXT	125	UPPER	Entire alias street name assigned to related street segment

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
NOTES	Notes	NO	TEXT	254	MIXED	Additional location information, which is not a building, floor, unit, room, or seat

## 6 Emergency Service Zones (ESZ)

**Type of Data:** Polygon

**Performance Standard Accuracy:** 100%

**Positional Accuracy:** ESZ boundaries must adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of 3,600 sq meters.

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

### 6.1 Graphic (Spatial) Edits

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

Communications must be regularly preserved with all fire, police, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. **In addition, it is very important that all features with identical attribute information are merged into one multipart polygon.**

### 6.2 Database Format

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

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
SOURCE	Source	YES	TEXT	75	UPPER	Agency that last updated the record. Valid values are: <b>BASTROP, BLANCO, BURNET, CALDWELL, FAYETTE, HAYS, LEE, LLANO, TRAVIS, WILLIAMSON.</b>
PROVIDER	Provider	EMPTY	TEXT	75	UPPER	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	Last Modification	YES	DATE	N/A	UPPER	Date of last update using ISO 8601 format
EFF_DATE	Effective Date	No	DATE	N/A	UPPER	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	Emergency Service Unique ID	EMPTY	TEXT	100	UPPER	ID for each emergency service polygon - <i>CAPCOG will populate</i>
POLICE	Police	YES	TEXT	60	UPPER	Name of police service provider
FIRE	Fire	YES	TEXT	60	UPPER	Name of fire service provider



FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
MEDICAL	Medical	YES	TEXT	60	UPPER	Name of medical service provider
COUNTRY	Country	YES	TEXT	2	UPPER	The value must be: <b>US</b>
STATE	State	YES	TEXT	2	UPPER	The value must be: <b>TX</b>
COUNTY	County	YES	TEXT	40	UPPER	County name fully spelled out. Valid values are: <b>BASTROP, BLANCO, BURNET, CALDWELL, FAYETTE, HAYS, LEE, LLANO, TRAVIS, WILLIAMSON.</b>
URI	URI	YES	TEXT	254	UPPER	URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us
URN	URN	NO	TEXT	50	UPPER	The URN for the Emergency Service or other Well-Known Service (Example: “urn:service:sos” for a PSAP or “urn:service:sos.ambulance” for an ambulance service )
ESN	ESN	YES	TEXT	5	UPPER	ESN of the responding agency preceded by ‘0’ if number of digits are fewer than 5.
TANDEM	Tandem	YES	TEXT	3	UPPER	911 Selected Router Code
TANDEM2	Tandem 2	CONDITIONAL	TEXT	3	UPPER	911 Selected Router Code
ESSID	ESSID	EMPTY	TEXT	2	UPPER	Unique tandem routing code <i>CAPCOG will populate</i>
ESNGUID	ESN GUID	EMPTY	TEXT	8	UPPER	Concatenation of ESN and ESSID separated by a single forwardslash “/” CAPCOG will concatenate
AVCARDURI	AV Card ID	CONDITIONAL	TEXT	254	UPPER	URI for the vCARD of contact information

## 7 Emergency Service Boundaries (ESB)

**Type of Data:** Polygon

**Performance Standard Accuracy:** 100%

**Positional Accuracy:** Emergency Service Boundaries must adhere to the specifications of CAPCOG’s QC systems and have no gaps or overlaps within a topology tolerance of 3,600 sq meters.

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

### 7.1 Graphic (Spatial) Edits

Each of these layers is used to determine which Emergency Service Providers are responsible for providing service to a location in the event a selective transfer is desired, to direct an Emergency Incident Data Document to a secondary PSAP for dispatch, or to display the responsible agencies at the PSAP. In addition, Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. Each Emergency Service Boundary layer may contain one or more polygon boundaries that define the primary emergency services for that geographic area. **In addition, it is very important that all features with identical attribute information are merged into one multipart polygon.**

There MUST be a separate Emergency Service Boundaries Feature Class for each type of service. At a

minimum, the following Emergency Service Boundaries Feature Classes MUST be included:

- Police;
- Fire; and
- Emergency Medical Services (EMS).

Other Emergency Service Boundaries layers that MAY be included, are:

- Poison Control;
- Forest Service;
- Animal Control; and
- Any other boundary of an emergency service provider that provides service within PUBLIC AGENCY's Provisioning Boundary.

## 7.2 Database Format

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

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrpAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: <b>Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson</b>
DateUpdate	Date Updated	YES	DATE	26	N/A	Date of last update using ISO 8601 format
Expire	Expiration Date	EMPTY	TEXT	26	N/A	The date and time when the information in the record is no longer considered valid.
Effective	Effective Date	NO	TEXT	26	N/A	Date the new record information goes into effect in ISO 8601 format
NGUID	NENA Globally Unique ID	YES	TEXT	254	N/A	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:[xxx]:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org  [xxx] must be replaced with <b>Pol, Fire, or Ems</b> for the corresponding Feature Layer.
State	State	YES	TEXT	2	UPPER	The value must be: <b>TX</b>
Agency_ID	Agency Identifier	YES	TEXT	100	MIXED	A Domain Name System (DNS) domain name which is used to uniquely identify an agency. Ex. austintexas.gov
ServiceURI	Service URI	YES	TEXT	254	N/A	URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us
ServiceURN	Service URN	YES	TEXT	50	N/A	The URN for the Emergency Service or other Well-Known Service*
ServiceNum	Service Number	YES	TEXT	15	N/A	The numbers that would be dialed on a 12-digit keypad to reach the emergency service appropriate for the location. Ex: <b>911</b>
AVcard_URI	AV Card URI	CONDITIONAL	TEXT	254	MIXED	URI for the vCARD of contact information
DsplayName	Display Name	YES	TEXT	60	UPPER	Name of the service provider that offers services within the area of an Emergency Service Boundary

## 8 Municipal Boundaries

**Type of Data:** Polygon

**Performance Standard Accuracy:** 100%

**Positional Accuracy:** Municipal boundaries must adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of 3,600 sq meters.

This dataset represents municipal boundaries in the CAPCOG region.

### 8.1 Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) – is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries.

### 8.2 Database Format

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

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrpAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: <b>Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson.</b>
DateUpdate	Date Updated	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format
Effective	Effective Date	NO	DATE	N/A	N/A	Date the new record information goes into effect in ISO 8601format
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:A3:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org
Country	Country	YES	TEXT	2	UPPER	The value must be: <b>US</b>
State	State	YES	TEXT	2	UPPER	The value must be: <b>TX</b>
County	County	YES	TEXT	40	MIXED	County name fully spelled out. Valid values are: <b>Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson</b>
AddCode	Additional Code	NO	TEXT	6	N/A	A code that specifies a geographic area
Inc_Muni	Incorporated Municipality (A3)	YES	TEXT	100	MIXED	Name of municipality e.g., <b>"Austin"</b>

## 9 Version 1 to Version 2 Field Mapping Guide

To convert from Version 1 to Version 2, it is necessary to add some fields which did not exist in Version 1. Some of these new fields are effectively renamed versions of the Version 1 fields with no change to the field's attributes. Some of the new fields have a new name and revised attributes, but the data stored in the field is essentially the same as a field in Version 1. The tables below indicate each Version 2 field that

is replacing a Version 1 field and indicates if the attributes for the new field remain the same as the attributes for the original field in Version 1.

## 9.1 RCL Fields

Version 1 Field Name	Version 2 Field Name	Attributes Change
SOURCE	DiscrpAgID	YES
LAST_MOD	DateUpdate	NO
EFF_DATE	Effective	NO
RCL_UNIQID	NGUID	YES
COUNTRY <sup>1</sup>	Country_L	NO
	Country_R	NO
L_STATE	State_L	NO
R_STATE	State_R	No
L_COUNTY	County_L	NO
R_COUNTY	County_R	NO
L_MUNI	IncMuni_L	NO
R_MUNI	IncMuni_R	NO
L_MUNI_DIV	UnincCom_L	NO
R_MUNI_DIV	UnincCom_R	NO
L_NBRHOOD	NbhrdCom_L	NO
R_NBRHOOD	NbhrdCom_R	NO
RF_ADDR	From_Addr_R	NO
RT_ADDR	To_Addr_T	NO
LF_ADDR	From_Addr_L	NO
LT_ADDR	To_Addr_L	NO
L_RNG_PRE	AdNumPre_L	NO
L_RNG_PRE	AdNumPre_R	NO
L_PARITY	Parity_L	NO
R_PARITY	Parity_R	NO
L_POST_COM	PostComm_L	NO
R_POST_COM	PostComm_R	NO
L_ZIP	PostCode_L	NO
R_ZIP	PostCode_R	NO
PRE_MOD	St_PreMod	NO
PRE_DIR	St_PreDir	NO
	LSt_PreDir	NO
PRE_TYPE	St_PreTyp	NO

Version 1 Field Name	Version 2 Field Name	Attributes Change
ST_NAME	St_Name	YES
	LSt_Name	NO
ST_TYPE	St_PosTyp	YES
	LSt_Typ	NO
POST_DIR	St_PosDir	YES
	LSt_PosDir	NO
ONE_WAY	OneWay	NO
SP_LIMIT	SpeedLimit	NO
RDCLS_TYP	RoadClass	NO
POST_MOD	St_PosMod	YES
L_MSAG	MSAGComm_L	NO
R_MSAG	MSAGComm_R	NO
L_ESN	ESN_L	NO
R_ESN	ESN_R	NO

<sup>1</sup>While the COUNTRY field is being mapped to Country\_L and Country\_R, the COUNTRY field will remain.

## 9.2 SSAP Fields

Version 1 Field Name	Version 2 Field Name	Attributes Change
SOURCE	DiscrpAgID	YES
LAST_MOD	DateUpdate	NO
EFF_DATE	Effective	NO
SITEUNIQID	NGUID	YES
COUNTRY	Country	NO
STATE	State	NO
COUNTY	County	NO
MUNICIPAL	IncMuni	NO
NBRHOOD	NbhrdCom	NO
ADDNUM_PRE	AddNum_Pre	NO
ADDR_NUM	Add_Number	NO
ADDNUM_SUF	AddNum_Suf	NO
PRE_MOD	St_PreMod	NO
PRE_DIR	St_PreDir	YES
	LSt_PreDir	NO
PRE_TYPE	St_PreTyp	NO
ST_NAME	St_Name	YES

Version 1 Field Name	Version 2 Field Name	Attributes Change
	LSt_Name	NO
ST_TYPE	St_PosType	YES
	LSt_Typ	NO
POST_DIR	St_PosDir	YES
	LSt_PosDir	NO
POST_MOD	St_PosMod	YES
MSAG_COM	MSAGComm	NO
POSTAL_COM	Post_Comm	NO
ZIP	Post_Code	YES
ZIP4	PostCodeEx	NO
BLDG	Building	NO
FLOOR	Floor	NO
UNIT	Unit	NO
ROOM	Room	NO
SEAT	Seat	NO
LANDMARK	LandmkName	NO
MILEPOST	Milepost	NO
SITE_TYPE	Place_Type	NO
POINT_X	Longitude	NO
POINT_Y	Lattitude	NO
ELEVATION	Elevation	NO

### 9.3 ESZ Fields

Version 1 Field Name	Version 2 Field Name	Attributes Change
LAW	POLICE	NO

### 9.4 ESB Fields

Version 1 Field Name	Version 2 Field Name	Attributes Change
ES_NGUID	NGUID	YES

### 9.5 Municipal Boundaries Fields

Version 1 Field Name	Version 2 Field Name	Attributes Change
SOURCE	DiscrpAgID	YES
LAST_MOD	DateUpdate	NO
EFF_DATE	Effective	NO
MUNIUNIQID	NGUID	YES

COUNTRY	Country	NO
STATE	State	NO
COUNTY	County	NO
MUNI_NM	Inc_Muni	NO

## 10 Fields No Longer Required

In addition to the fields listed in the Field Mapping Guide above, the following fields that were required in Version 1 are not required in Version 2. Fields that are not required may remain in the Feature Class dataset. They will be ignored during Data Hub, EGDMS, and CAPCOG uploads.

### 10.1 Road Centerlines (RCL)

- PROVIDER
- SEGMENTID
- ST\_ALIAS

### 10.2 Site / Structure Address Points (SSAP)

- PROVIDER
- SITE\_ID

### 10.3 Emergency Service Zones (ESZ)

No deleted fields

### 10.4 Emergency Service Boundaries (ESB)

No deleted fields

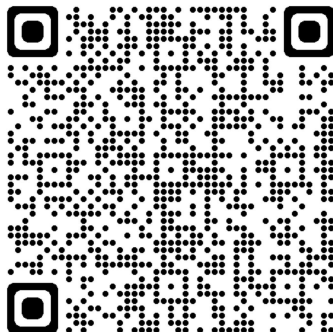
### 10.5 Municipal Boundaries

- PROVIDER
- POLY\_ID

## 11 Reference Documents

### 11.1 NENA i3 Standard for Next Generation 9-1-1

[https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards/nena-sta-010.3d-2021\\_i3\\_stan.pdf](https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards/nena-sta-010.3d-2021_i3_stan.pdf)



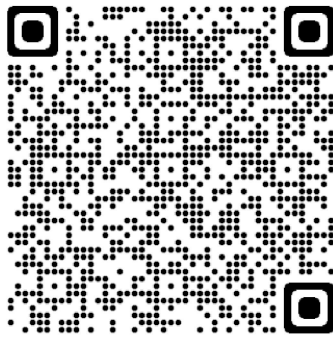
### 11.2 NENA Standard for NG9-1-1 GIS Data Model

[https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards/nena-sta-006.2a\\_ng9-1-1\\_gis\\_.pdf](https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards/nena-sta-006.2a_ng9-1-1_gis_.pdf)



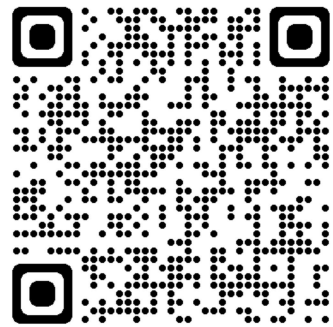
### **11.3 NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1**

[https://cdn.ymaws.com/www.nena.org/resource/resmgr/Standards/NENA-INF-014.1-2015\\_SSAP\\_INF.pdf](https://cdn.ymaws.com/www.nena.org/resource/resmgr/Standards/NENA-INF-014.1-2015_SSAP_INF.pdf)



### **11.4 NENA Master Glossary of 9-1-1 Terminology**

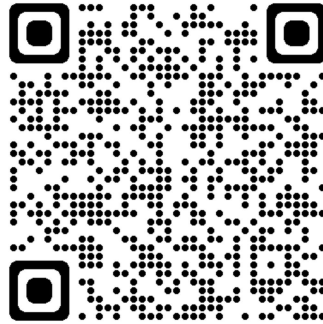
<https://kb.nena.org/wiki/Category:Glossary>





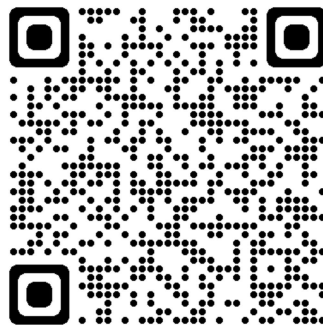
## 11.5 NENA Registry of Street Name Pre Types and Street Name Post Types

<http://technet.nena.org/nrs/registry/StreetNamePreTypesAndStreetNamePostTypes.xml>



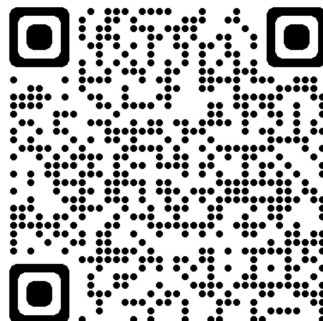
## 11.6 NENA Registry of Street Name Pre Type Separators

<http://technet.nena.org/nrs/registry/StreetNamePreTypeSeparators.xml>



## 11.7 NENA Address Point Placement Registry

<http://technet.nena.org/nrs/registry/SiteStructureAddressPointPlacementMethod.xml>



**Commissioners Court - Regular Session****28.****Meeting Date:** 08/29/2023

No Award for RFP #23RFP81 Williamson County ATM Service for Facilities Management

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on closing out and not awarding #23RFP81, Williamson County ATM Service, due to no responses received.

**Background**

The Purchasing Department solicited sealed bids under RFP #23RFP81 for Williamson County ATM Service on June 6, 2023. The public notice of accepting proposals was advertised in the Williamson County Sun on June 11, 2023, and June 18, 2023. Requests for proposals were electronically sent to thirty (30) vendors via the County's Bonfire bidding portal. Proposal submissions were due July 27, 2023, at 2:00 PM. There were eleven (11) document takers but no submissions were received. In the event of no bids being received, Williamson County Purchasing Policy allows for a quote to be utilized for the purchase for a period of twelve (12) months, per Local Government Code 262.0245. Department Point of Contact is Christy Matoska.

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 08/24/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

08/24/2023 08:48 AM  
08/24/2023 08:49 AM  
Started On: 06/27/2023 04:25 PM

**Commissioners Court - Regular Session****29.****Meeting Date:** 08/29/2023

Approval of Extension Agreement RFP #1806-243 for ATM Services from Preferred ATM Services for Facilities

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving the Extension Agreement for RFP #1806-243 between Williamson County and Preferred ATM Services for service to the automated teller machines at various locations. The term of this extension is 09/11/2023 to 9/10/2024.

**Background**

This agreement with Preferred ATM Services, LLC is for the purpose of operating automatic teller machines within Williamson County. This extension is for five (5) of the eight (8) County ATM locations. The Purchasing Department issued two RFPs for this service, one RFP received a submission that did not meet qualifications and the second did not receive any submissions. Legal, Contract Audit and Auditor's Office have reviewed this extension agreement. This is a revenue contract with deposits going into the General Fund. The department point of contact is Christy Matoska.

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**Fiscal Impact**

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

ATM extended agreement

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 08/24/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

08/24/2023 09:36 AM  
08/24/2023 10:16 AM  
Started On: 08/21/2023 04:52 PM

## **EXTENDED AGREEMENT**

**County:** Williamson County, Texas, a political subdivision of the State of Texas

**County's Mailing Address:**

710 Main Street  
Suite 101  
Georgetown, Texas 78626

**Vendor:** Preferred ATM Services, LLC

**Vendor's Mailing Address:**

104 Thornwood Road  
Georgetown, Texas 78628

**Agreement Subject of this Extension Agreement:**

The Automated Teller Machine Location Agreement dated September 11, 2018, by and between Vendor and County (the "Agreement") attached hereto as Exhibit A.

**Agreement to Extend Agreement:**

1. Extended Term: Vendor and County (hereinafter collectively referred to as the "Parties") hereby agree to extend the Agreement for an additional term of one (1) year, commencing on September 11, 2023, and ending on September 10, 2024 ("Extended Term").

**Agreement to Amend Automated Teller Machine Locations:**

1. Automated Teller Machine Locations: Vendor and County hereby agree to amend the eight (8) automated teller machine locations set forth in the Agreement attached hereto as Exhibit A to include only the five (5) automated teller machine locations set forth in Attachment B – Williamson County Automated Teller Machine Locations attached hereto as Exhibit B.

**Amendment of Agreement Terms, Covenants and Conditions:**

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term and any extended term thereafter.

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

**VENDOR:**

**Preferred ATM Locations, LLC**

By: Ben Daniel

Printed Name: Ben Daniel

Representative Capacity: Managing Member

Date: 8/21, 20 23

**COUNTY:**

**Williamson County, Texas**

By: \_\_\_\_\_  
Bill Gravell, Jr.,  
Williamson County Judge

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

## **Exhibit A**

**AUTOMATED TELLER MACHINE LOCATION AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

**AUTOMATED TELLER MACHINE LOCATION AGREEMENT**

**LESSOR and LESSEE hereby agree that:**

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



AUTOMATED TELLER MACHINE LOCATION AGREEMENT

**LESSEE**

**PREFERRED ATM SERVICES LLC**

BY: [Signature]

PRINT NAME: Joe SAVAGE

TITLE: Owner

DATE: 9-4-18

**LESSOR**

**WILLIAMSON COUNTY, TEXAS**

BY: [Signature]

PRINT NAME: DAVE A GRIFFIN

TITLE: County Judge

DATE: 09-18-2018

**PRICE SHEET****THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL**

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

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

Example: Customer Transaction Fee: \$ .00

Commission to Respondent: \$ .00

Commission to County: \$ .00

ATM Customer Transaction Fee (Non-Member): 3.00

Commission to Respondent: 2.40

Commission to Williamson County: .60

ATM Customer Transaction Fee (Member if applicable): NA

Commission to Respondent: NA

Commission to Williamson County: NA

70418

JS

## **Exhibit B**

**RFP - AUTOMATED TELLER MACHINE (ATM) AND SERVICES, WILLIAMSON COUNTY – JUNE 2023**

**Attachment B – Williamson County Automated Teller Machine (ATM) Locations**

<b>Building Name</b>	<b>Address</b>	<b>City</b>	<b>Zip Code</b>
Round Rock Jester	1801 E Old Settlers Blvd.	Round Rock	78664
Cedar Park Annex	350 Discovery Blvd.	Cedar Park	78613
Justice Center	405 MLK Street	Georgetown	78626
Georgetown Tax Office	904 S. Main Street	Georgetown	78626
Expo Center	5350 Bill Pickett Trail	Taylor	76574

**Commissioners Court - Regular Session****30.****Meeting Date:** 08/29/2023

Brushy Creek Trail Along Hairy Man Rd (P551) – Rvi PSA1-AR1

**Submitted For:** Dale Butler**Submitted By:** Wendy Danzo, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on the First Amended and Restated Agreement for Planning, Design and Engineering Services between Williamson County and RVE, Inc., dba RVi Planning + Landscape Architecture, dated August 5, 2020, for the Brushy Creek Trail Along Hairy Man Road project, for \$934,219. Funding Source is P551.

**Background**

The First Amended and Restated Agreement for \$934,219, includes services for all segments and extends completion of the project to September 24, 2025. The remainder of the agreement will remain in place and continue in full force. Point of contact for this project is Parks Director, Russell Fishbeck. Funding source is P551.

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**Fiscal Impact**

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

RVI PSA1-AR1

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzo

Final Approval Date: 08/22/2023

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

08/22/2023 01:18 PM

08/22/2023 04:49 PM

Started On: 08/21/2023 02:12 PM



**FIRST AMENDED AND RESTATED AGREEMENT  
FOR  
PLANNING, DESIGN & ENGINEERING SERVICES**

**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. 5<sup>th</sup> St., Suite 175  
Austin, TX 78703

**COUNTY'S DESIGNATED**

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

**THIS FIRST AMENDED AND RESTATED AGREEMENT FOR PLANNING, DESIGN AND ENGINEERING SERVICES** ("Amended Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

**R E C I T A L S**

**WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional planners, landscape architects, architects and engineers; and

**WHEREAS, County intends to extend the Brushy Creek Regional Trail along Hairy Man Rd. to a new trailhead;** and

**WHEREAS, County desires that A/E perform certain professional services in connection with the Project;** and

**WHEREAS**, A/E represents that it is qualified and desires to perform such services; and

**WHEREAS**, County and A/E desire to amend and restate that original **Agreement for Planning, Design and Engineering Services** ("Original Agreement") being dated effective **August 5, 2020**, wherein A/E agreed to perform certain professional planning, design and engineering services in connection with the Project;

**NOW, THEREFORE**, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

## **ARTICLE 1 SCOPE OF AMENDED AGREEMENT**

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

## **ARTICLE 2 CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

### **2.1 Contract Documents.**

Contract Documents consist of this Amended Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Amended Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Amended Agreement, and all are as fully a part of this Amended Agreement as if attached to this Amended Agreement or repeated herein.

### **2.2 Existing Information.**

County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

### **2.3 Project Documents.**

In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

#### **2.3.1**

2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (*see* 16 Tex. Admin. Code § 68.100; *see also* Tex. Gov't Code, Ch. 469).

**2.3.2**

Americans with Disabilities Act (ADA)

**2.3.3**

Williamson County Facilities Building Code Adoption List, 2020 edition as updated

**2.3.4**

Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

**ARTICLE 3**

**NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED**

**3.1 Non-collusion.**

A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Amended Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Amended Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Amended Agreement without liability or, in its discretion and at its sole election, to deduct from the Amended Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**3.2 Debarment Certification.**

A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

**3.3 Financial Interest Prohibited.**

A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

**ARTICLE 4**

**CHARACTER AND SCOPE OF SERVICES**

**4.1**

In consideration of the compensation herein provided, A/E shall perform professional planning, design and engineering services for the Project, which are acceptable to County, based on standard planning, landscape architecture, architectural and engineering practices and the scope of work described on the Exhibits attached to this Amended Agreement. A/E shall also serve as County's professional planner, landscape architect, architect and engineer in those phases of the



Project to which this Amended Agreement applies and will consult with and give advice to County during the performance of A/E's services.

### **4.3**

A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

#### **4.3.1**

The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

#### **4.3.2**

As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

#### **4.3.3**

The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Amended Agreement, which is expressly incorporated and made a part hereof.

## **ARTICLE 5 TIME FOR PERFORMANCE**

### **5.1 Commencement.**

A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

### **5.2 Duration.**

A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

## **ARTICLE 6 COMPENSATION AND EXPENSES**

### **6.1 Basic Fee.**

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Nine Hundred Thirty-Four Thousand, Two Hundred Nineteen Dollars (\$ 934,219 )** hereinafter called the "Basic Fee."<sup>1</sup>

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<sup>1</sup> The Basic Fee includes those fees previously paid to A/E by County under the Original Agreement in the amount of \$283,963.51.

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B – Fee Schedule**.<sup>2</sup> County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

## **6.2 Expenses.**

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Amended Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Nine Thousand Dollars (\$ 9,000 )**.<sup>3</sup>

## **ARTICLE 7 ADDITIONAL SERVICES AND CHARGES**

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Amended Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

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<sup>2</sup> For purposes of clarity regarding the entire Project, including those portions already completed, the Fee Schedule includes both the fees previously paid by County to A/E for completed Basic Services under the Original Agreement and the fees to be paid upon completion of the remaining uncompleted Basic Services.

<sup>3</sup> The Reimbursable Expenses not-to-exceed amount includes those Reimbursable Expenses previously paid to A/E by County under the Original Agreement in the amount of **\$1,385.81**.

## **ARTICLE 8**

### **TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT**

#### **8.1 Time of Payment.**

During the performance of the services provided for in this Amended Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Amended Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

#### **8.2 Prompt Payment Policy.**

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

##### **8.2.1**

There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

##### **8.2.2**

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or

equipment delivered or the Basic Services performed which causes the payment to be late;  
or

### **8.2.3**

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Amended Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A.**

## **ARTICLE 9 PROJECT TEAM**

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

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

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Amended Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Amended Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Amended Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Amended Agreement is as follows:

**RVE, Inc. dba RVI Planning + Landscape Architecture**

**Peter Dufrene, Associate Principal**  
**1611 W. 5<sup>th</sup> St., Suite 175**  
**Austin, TX 78703**

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

## **ARTICLE 10**

### **NOTICE**

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

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

With copy to: Williamson County Parks Department  
Attn: Director of Parks  
219 Perry Mayfield  
Leander, Texas 78641

and to: Office of General Counsel  
Williamson County Commissioners Court  
401 W. 6<sup>th</sup> Street  
Georgetown, Texas 78626

**A/E:** RVE, Inc. dba RVI Planning + Landscape Architecture  
1611 W. 5<sup>th</sup> Street, Suite 175  
Austin, TX 78703

Attention: Peter Dufrene  
Associate Principal

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

## **ARTICLE 11 PROGRESS EVALUATION**

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

### **11.1**

Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Amended Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

### **11.2**

Favorable developments or events which enable meeting goals sooner than anticipated in

relation to this Amended Agreement or any applicable Supplemental Agreement.

## **ARTICLE 12 CHANGES IN COMPLETED BASIC SERVICES**

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

## **ARTICLE 13 REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT**

### **13.1 Review Process.**

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

#### **13.1.1 Submittal.**

Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

#### **13.1.2 Completion.**

Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in **Exhibit A** have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County's technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

#### **13.1.3 Acceptance.**

County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars (\$ 1,000)** from the A/E 's Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

#### **13.1.4 Final Approval.**

After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

### **13.2 Revision to A/E Work Product.**

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

### **13.3 Days.**

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.



#### **13.4 County's Reliance on A/E.**

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

### **ARTICLE 14 SUSPENSION**

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

### **ARTICLE 15 VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT**

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

### **ARTICLE 16 TERMINATION**

This Agreement may be terminated as set forth below.

#### **16.1**

By mutual agreement and consent, in writing, of both parties.

## **16.2**

By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

## **16.3**

By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

## **16.4**

By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

## **16.5**

By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

## **ARTICLE 17 USE OF DOCUMENTS**

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E hereby conveys, transfers, and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of

them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

## **ARTICLE 18 PERSONNEL, EQUIPMENT, AND MATERIAL**

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

## **ARTICLE 19 SUBCONTRACTING**

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

## **ARTICLE 20 MODIFICATIONS**

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

## **ARTICLE 21 COMPLIANCE WITH LAWS**

### **21.1 Compliance.**

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the planning, landscape architecture, architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

### **21.2 Taxes.**

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

## **ARTICLE 22 INDEMNIFICATION**

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT

LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AMENDED AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AMENDED AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

## **ARTICLE 23**

### **PROFESSIONAL'S RESPONSIBILITIES**

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

## **ARTICLE 24 PROFESSIONAL'S SEAL**

The responsible planner, landscape architect, architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

## **ARTICLE 25 INSURANCE**

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

### **25.1 Coverage Limits.**

A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

#### **25.1.1**

Worker's Compensation in accordance with statutory requirements.

#### **25.1.2**

Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

#### **25.1.3**

Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000 per occurrence and \$1,000,000 in the aggregate.

#### **25.1.4**

Professional Liability Errors and Omissions Insurance in the amount of \$ 2,000,000 per claim.

### **25.2 Additional Insureds; Waiver of Subrogation.**

County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

### **25.3 Premiums and Deductible.**

A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in A/E's insurance must be declared and approved in writing by County in advance.

### **25.4 Commencement of Work.**

A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved; and, such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

### **25.5 Insurance Company Rating.**

Required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

### **25.6 Certification of Coverage.**

A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

### **25.7 No Arbitration.**

It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

### **25.8 Subcontractor/ Subconsultant's Insurance.**

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.



A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/ subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

## **25.9 Insurance Policy Endorsements.**

Each insurance policy shall include the following conditions by endorsement to the policy:

### **25.9.1**

County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

**Williamson County Purchasing  
100 Wilco Way  
Suite P101  
Georgetown, Texas 78626**

### **25.10.1**

The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

## **25.10 Cost of Insurance.**

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

## **ARTICLE 26 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

## **ARTICLE 27 SEVERABILITY**

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or

unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## **ARTICLE 28 PRIOR AGREEMENTS SUPERSEDED**

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

## **ARTICLE 29 A/E'S ACCOUNTING RECORDS**

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County 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 detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

## **ARTICLE 30 GENERAL PROVISIONS**

### **30.1 Time is of the Essence.**

A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

### **30.2 Force Majeure.**

Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

### **30.3 Enforcement and Venue.**

This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

### **30.4 Standard of Performance.**

The standard of care for all professional planning, landscape architecture, architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

### **30.5 Opinion of Probable Cost.**

Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

### **30.6 Opinions and Determinations.**

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

### **30.7 Reports of Accidents.**

Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in

connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

### **30.8 Gender, Number, and Headings.**

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

### **30.9 Construction.**

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

### **30.10 Independent Contractor Relationship.**

Both parties hereto, 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.

### **30.11 No Waiver of Immunities.**

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

### **30.12 Texas Public Information Act.**

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

### **30.13 Governing Terms and Conditions.**

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental

Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

### **30.14 Appropriation of Funds by County.**

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

## **ARTICLE 31 DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Amended Agreement.

## **ARTICLE 32 EQUAL OPPORTUNITY IN EMPLOYMENT**

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer;

termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

### **ARTICLE 33 MERGER**

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

### **ARTICLE 34 PUBLIC CONTACT**

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

### **ARTICLE 35 A/E's REPRESENTATIONS**

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

### **ARTICLE 36 SIGNATORY WARRANTY**

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

**IN WITNESS WHEREOF**, County has caused this Agreement 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

By: Chris Lalich  
Signature

Chris Lalich  
Printed Name

Vice President of Operations  
Title

Date Signed: August 21, 2023

**COUNTY:**

Williamson County, Texas

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

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

\_\_\_\_\_  
Title

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

## **EXHIBIT A**

### **SCOPE OF BASIC SERVICES**

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, architectural, and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

### **GENERAL REQUIREMENTS**

**Design Criteria.** A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, & Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

**Right-of-Entry and Coordination.** A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.



**Progress Reporting.** A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

**Coordination.** A/E shall coordinate issues through County's PM. County will communicate, in writing, the resolution of issues and provide A/E direction through County's PM.

**Level of Effort.** A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

**Quality Assurance (QA) and Quality Control (QC).** A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for QA as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice

until County accepts the submittal as reasonably complete.

**Organization of Plan Sheets.** The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

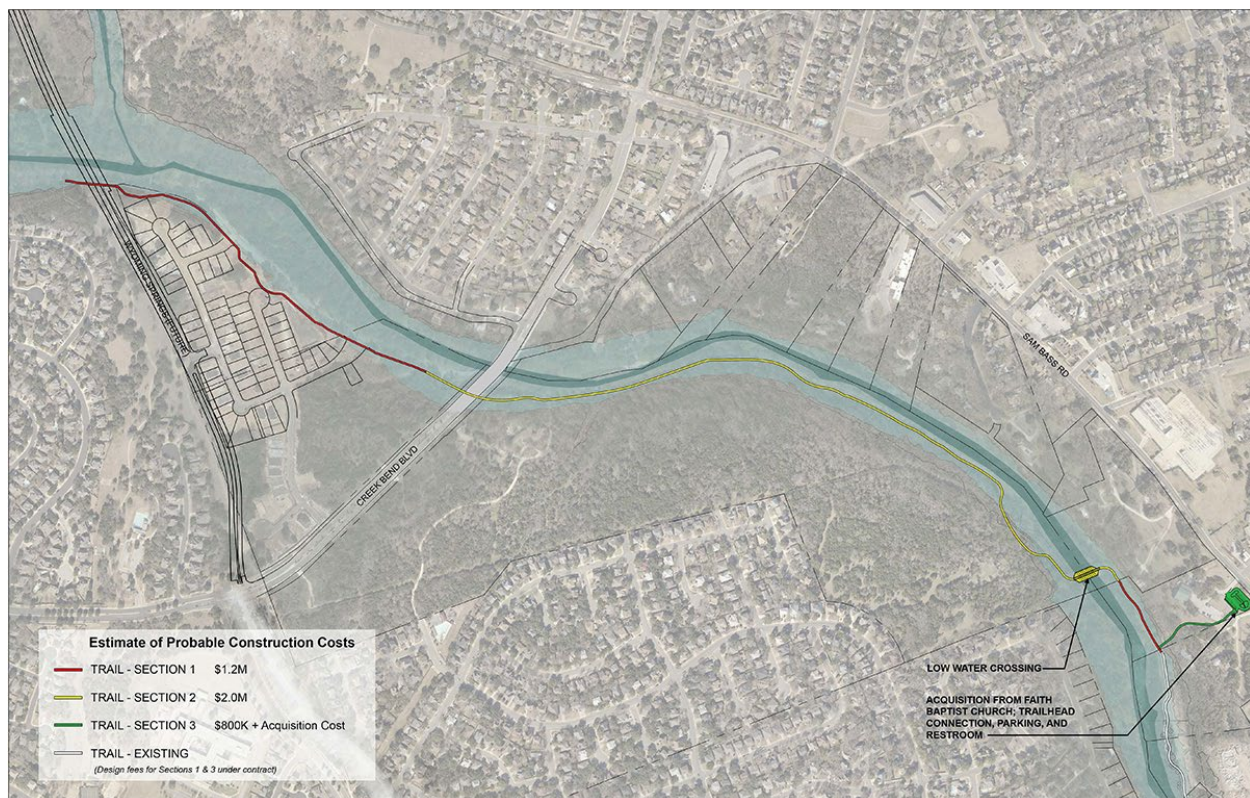
**Naming of Electronic Project Files and Organization of Design Project Folders.** A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "Project\_DOCUMENT\_yyyy.mm.dd"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

**Referenced Documents.** County standardized design and procedure documents are provided for public reference at the following web address:

<https://www.wilco.org/Departments/Facilities-Management/Documents>

#### SCOPE OF WORK:

Brushy Creek Regional Trail  
Hairy Man Rd. near Sea Ash Cir. in Round Rock, TX to  
Sam Bass Rd. near Faith Missionary Baptist Church in Round Rock, TX  
P551 – E



Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

#### **Phase I+II+III – INVENTORY, PRE-DESIGN, AND TRAIL ALIGNMENT PLAN**

Upon receipt of written Notice to Proceed, A/E shall accomplish the following services:

- A. Conduct a project initiation meeting and obtain data.
- B. Assemble existing data and information into a base map of the proposed trail corridor area and identify property ownership from current appraisal district data.
- C. Conduct on-site inventory with team members and County to determine surrounding influences, site conditions, environmental and hydrologic/floodplain constraints, erosion, and access.
- D. Assess all relevant data including applicable regulatory requirements, development standards, property limits, and identify opportunities and constraints.
- E. Identify property ownership and acquisition or access easement requirements necessary to develop the trail.
- F. Identify anticipated permitting requirements (FEMA, US Army Corp of Engineers, US Fish and Wildlife/Texas Parks and Wildlife, Texas Historic Commission, Texas Commission on Environmental Quality, Brazos River Authority, Williamson County, County Floodplain and TxDOT).
- G. Prepare a Preliminary Trail Alignment Plan (PTA) exhibit showing preliminary alignment, property ownership, and easement map for the entire trail corridor.
- H. Provide PTA exhibit for review and comment by County.
- I. Finalize PTA exhibit per County comments.

*Deliverables: Digital PDF format Preliminary Trail Alignment Package.*

#### **Phase IV - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate**

Upon County acceptance of previous phase, A/E shall proceed with the following services:

- A. Prepare and submit schematic design for the Project (of approximately 3,700 LF) including:

1. Coordinate the trail alignment assessment with the design team and County, including
  - a. Walk the site and mark/flag proposed trail route and up to four (4) possible connections.
  - b. Create a digital photographic inventory as a resource of existing conditions.
  - c. Identify opportunities and constraints
  - d. Initiate habitat and geologic assessments
2. Conduct preliminary meeting(s) and/or research with regulatory entities to determine permit requirements including Pre-development meeting with City of Round Rock Planning Development Services and Floodplain Administrator.
  - a. Site Plan Development permit through the City of Round Rock for the trailhead parking or restroom is not included in the basic services of this Work Authorization.
3. Prepare and submit schematic design studies including initial plan illustrating:
  - a. One (1) Trail alignment revision of existing schematic alignment including one (1) alternative, if applicable.
  - b. Up to five (3) retaining walls
  - c. Trail access points
  - d. Faith Missionary Baptist Church trailhead:
    - i. Parking, circulation
    - ii. Prefabricated restroom building Trail Connection
    - iii. Drainage
    - iv. Security gate, fencing, and/or bollards
  - e. Up to five (3) Drainage Crossings
  - f. Seating areas
  - g. Interpretive signage locations
4. Review schematic plan design studies, including preliminary trails alignment alternatives, with Registered Accessibility specialist and County maintenance and operations staff.
5. Prepare and submit opinion of probable cost in sufficient detail to allow County to make informed decisions about the budget and scope of the project.
  - a. Opinions of probable costs are based on experience and judgment of A/E and are merely opinions. A/E does not warrant that actual costs will not

vary from those opinions because among other things, A/E has no control over market conditions.

6. Prepare and submit complete Schematic Plan Design Package including design studies, Schematic Alignment Roll Plot (with a horizontal scale of 100-ft, and vertical scale of 10-ft) and opinion of probable costs for CoW1ty review.
  7. Meet with representatives of stakeholder groups, which may include Faith Missionary Baptist Church, Fern Bluff MUD, as arranged by the County, to discuss possible design criteria and general needs, up to (4) meetings.
  8. Structural Engineering is not included in the Basic Services of this Work Authorization.
- B. Prepare and submit a topographic survey along proposed route (approximately 4,000-ft by 75-ft wide minimum). AutoCAD file in surface coordinates shall utilize NAD 1983 (HARN 1993) as the datum.
1. Locate all visible utility features and overhead obstructions along the route.
  2. Locate and tag hardwood trees 8-in or greater.
  3. Graphically locate property lines within the limits of the survey.
  4. Provide up to four (3) metes & bounds descriptions with sketch for the use by County to acquire easements and/or simple acquisition of properties along route.
  5. Flow lines and inverts of utilities will not be obtained.
  6. County will secure right-of-entries for surveys.
- C. Conduct a Texas Commission on Environmental Quality (TCEQ) Geologic Assessment investigation and compile a report for inclusion in the project Water Pollution Abatement Plan as required under the Edwards Aquifer Rules (TAC Chapter 213).
1. The report will include a separate cover letter addressing the potential for any geologic features identified to be associated with habitat for endangered karst invertebrate species known from the area.
  2. County will determine map scale at which the WPAP site maps will be submitted to the TCEQ.
  3. County will secure rights-of-entry for field surveys.
- D. Produce Cultural Background Review using previously prepared Hicks & Co. review as basis.

- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

*Deliverables: Digital Schematic Design Package*

#### **Phase V - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate**

Upon County acceptance of previous phase, A/E shall proceed with the following services:

- A. Provide any reports required by jurisdictions having review authority.
- B. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.
- C. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) architectural, structural, civil, mechanical, plumbing, electrical, hazardous material remediation, landscaping and irrigation and site work.
- D. Prepare a Design Development level cost estimate in a form acceptable to County.
- E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- F. Provide deliverables in accordance with County's Design Submittal Guidelines.

#### **Phase VI – REGULATORY REVIEW AND PERMITTING**

Upon County acceptance of previous phase, A/E shall proceed with the following services:

- A. When applicable, register as the Owner's Designated Agent for correspondence with jurisdictions having review authority.
- B. Participate in any Pre-submittal Meetings required by jurisdictions having review authority prior to Permit application submittal.
- C. Submit Plans, Specifications, and all other required documentation for development and construction permit applications with the jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

- E. Receive and respond to permitting comments by the jurisdictions having review authority. If multiple review cycles are required, pay for any resubmittal fees required beyond initial fees paid by County.
- F. Revise plans, specifications, and construction cost estimate as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.
- G. Provide deliverables in accordance with County's Design Submittal Guidelines.

#### **Phase VII - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate**

Upon County acceptance of previous phase, A/E shall proceed with the following services:

- A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.
- B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.
- C. Prepare a detailed cost estimate of the project on a form acceptable to County.
- D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.
- E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.
- F. Provide deliverables in accordance with County's Design Submittal Guidelines.

#### **Phase VIII – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION**

Upon County acceptance of previous phase, A/E shall proceed with the following services:

- A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.
- B. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase IX - CONSTRUCTION ADMINISTRATION - Project Observation and Reviews**

Upon County acceptance of previous phase, A/E shall perform the following services:

- A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.
- B. Review and submit copies of each shop drawing and submittal of materials and equipment to County.
- C. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.
- D. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.
- E. Review progress estimates of work performed and invoiced by Contractor. Within one (1) week of receipt, submit written reviews to County.
- F. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.
- G. Accompany County on Substantial Completion walk-through with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.
- H. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase X – PROJECT CLOSE-OUT – Final Inspection and Document Review:**

Upon County acceptance of previous phase, A/E shall perform the following services:

- A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.
- B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.



- C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.
- D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

## EXHIBIT B

### FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:

**\$ 934,219** 100%

24%	<b>RVi</b> (Landscape Architect)	\$ 228,462
57%	<b>Pape-Dawson</b> (Civil)	\$ 529,430
7%	<b>Inland Geodetics</b> (Surveyor)	\$ 69,867
1%	<b>Bay</b> (MEP)	\$ 11,300
6%	<b>Cambrian</b> (Environmental)	\$ 56,400
0%	<b>Jim Rogers</b> (Parks Consultant)	\$ 3,000
3%	<b>HVJ</b> (Geotechnical)	\$ 32,260
0%	<b>Altura</b> (RAS)	\$ 3,500

Note: As of the date of this Amended and Restated Professional Services Agreement, **Phases I-IV** have been completed in their entirety while **Phase V** is underway.

The Basic Fee includes those fees previously paid to A/E by County under the Original Agreement in the amount of **\$283,963.51**.

<b>Phase I +II+III - PRE-DESIGN AND TRAIL ALIGNMENT</b> ✱	<b>\$ 16,515</b>
RVi (Landscape Architect)	\$ 13,905
Pape-Dawson (Civil)	\$ 2,610
Inland Geodetics (Surveyor)	\$ -
Bay (MEP)	\$ -
Cambrian (Environmental)	\$ -
Jim Rogers (Parks Consultant)	\$ -
HVJ (Geotechnical)	\$ -
Altura (RAS)	\$ -

<b>Phase IV - SCHEMATIC DESIGN</b> ✱	<b>\$ 147,931</b>
RVi (Landscape Architect)	\$ 27,934
Pape-Dawson (Civil)	\$ 48,430
Inland Geodetics (Surveyor)	\$ 62,867
Bay (MEP)	\$ 1,200
Cambrian (Environmental)	\$ 4,500
Jim Rogers (Parks Consultant)	\$ 3,000

HVJ (Geotechnical)	\$	-	
Altura (RAS)	\$	-	
<b>Phase V - DESIGN DEVELOPMENT (60%)</b>	<b>\$</b>	<b>310,789</b>	<b>33%</b>
RVi (Landscape Architect)	\$	47,959	
Pape-Dawson (Civil)	\$	169,270	
Inland Geodetics (Surveyor)	\$	7,000	
Bay (MEP)	\$	2,400	
Cambrian (Environmental)	\$	51,900	
Jim Rogers (Parks Consultant)	\$	-	
HVJ (Geotechnical)	\$	32,260	
Altura (RAS)	\$	-	
<b>Phase VI+VII - REGULATORY REVIEW &amp; CDs (100%)</b>	<b>\$</b>	<b>312,984</b>	<b>34%</b>
RVi (Landscape Architect)	\$	45,584	
Pape-Dawson (Civil)	\$	259,000	
Inland Geodetics (Surveyor)	\$	-	
Bay (MEP)	\$	4,900	
Cambrian (Environmental)	\$	-	
Jim Rogers (Parks Consultant)	\$	-	
HVJ (Geotechnical)	\$	-	
Altura (RAS)	\$	3,500	
<b>Phase VIII - BIDDING, AWARD, AND EXECUTION</b>	<b>\$</b>	<b>26,680</b>	<b>3%</b>
RVi (Landscape Architect)	\$	18,800	
Pape-Dawson (Civil)	\$	7,880	
Inland Geodetics (Surveyor)	\$	-	
Bay (MEP)	\$	-	
Cambrian (Environmental)	\$	-	
Jim Rogers (Parks Consultant)	\$	-	
HVJ (Geotechnical)	\$	-	
Altura (RAS)	\$	-	

<b>Phase IX - CONSTRUCTION ADMINISTRATION</b>	<b>\$ 108,320</b>	<b>12%</b>
RVi (Landscape Architect)	\$ 63,280	
Pape-Dawson (Civil)	\$ 42,240	
Inland Geodetics (Surveyor)	\$ -	
Bay (MEP)	\$ 2,800	
Cambrian (Environmental)	\$ -	
Jim Rogers (Parks Consultant)	\$ -	
HVJ (Geotechnical)	\$ -	
Altura (RAS)	\$ -	
<b>Phase X - PROJECT CLOSE-OUT</b>	<b>\$ 11,000</b>	<b>1%</b>
RVi (Landscape Architect)	\$ 11,000	
Pape-Dawson (Civil)	\$ -	
Inland Geodetics (Surveyor)	\$ -	
Bay (MEP)	\$ -	
Cambrian (Environmental)	\$ -	
Jim Rogers (Parks Consultant)	\$ -	
HVJ (Geotechnical)	\$ -	
Altura (RAS)	\$ -	

## EXHIBIT C

### PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Amended Agreement within **Seven Hundred Fifty ( 750 ) calendar days** from the date of this Amended Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.  
Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date

**09/05/23**

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**Phase I +II+III - PRE-DESIGN AND TRAIL ALIGNMENT✱**

**COMPLETE**

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**Phase IV - SCHEMATIC DESIGN**

**COMPLETE**

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**Phase V - DESIGN DEVELOPMENT**

60% Plans, Specifications and Estimate deliverables	12/05/23
County written authorization to proceed to next phase	12/26/23

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**Phase VI+VII - REGULATORY REVIEW & CONSTRUCTION DOCUMENTS**

Complete Plans, Specifications and Estimate deliverables	04/24/24
Regulatory Clearances Received	05/15/24
County written authorization to proceed to next phase	06/05/24

---

**Phase VIII - BIDDING, AWARD, AND EXECUTION**

Permitted Plans and Specifications and Estimate deliverables to County	06/12/24
County advertises project for Bid	06/26/24
Contract Award	07/25/24

**Phase IX - CONSTRUCTION ADMINISTRATION**

---

Contractor Notice to Proceed	08/01/24
Construction Substantial Completion	07/31/25

**Phase X - PROJECT CLOSE-OUT**

---

Record Documents deliverables	08/29/25
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All services shall be complete on, or before:

**09/24/25**

## **EXHIBIT D**

### **WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY**

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

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

#### **1. Invoices and Affidavits**

- 1.1** Invoices must adequately describe the goods or services provided to the County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2** In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3** Upon the County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for the County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for the County.

## **2. Travel Reimbursement**

- 2.1** The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.
- 2.2** The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3** No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4** Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5** Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6** The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7** The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8** Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9** The County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).



- 2.10** Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11** Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12** The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

### **3. Meals**

- 3.1** Meal reimbursements are limited to a maximum of \$59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.
- 3.2** Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3** Meals are reimbursable only to vendors who do not have the necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of Williamson County Courthouse.
- 3.4** The County will not reimburse for alcoholic beverages.
- 3.5** Tips are reimbursable but must be reasonable to limitation of meal allowance.
- 3.6** No meals purchased for entertainment purposes will be allowed.
- 3.7** Meal reimbursement must be substantiated with a hotel receipt.

### **4. Lodging**

- 4.1** Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

**4.2** Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

**4.3** Personal telephone charges, whether local or long distance, will not be reimbursed.

## **5. Airfare**

**5.1** The County will only reimburse up to a coach price fare for air travel.

**5.2** The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

**5.3** Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

**5.4** Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

**5.5** The County will not reimburse vendor for tickets purchased with frequent flyer miles.

## **6. Car Rental**

**6.1** Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

**6.2** Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

**6.3** Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

**6.4** Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

**6.5** Rental agreement and credit card receipt must be provided to the County as back up for the request for reimbursement.

- 6.6** Insurance purchased when renting vehicle may also be reimbursed.
- 6.7** Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

## **7. Personal Car Usage**

- 7.1** Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2** Per code of **Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d)**, all expense reimbursement requests must include the following:
  - 7.2.1 Date
  - 7.2.2 Destination
  - 7.2.3 Purpose
  - 7.2.4 Name of traveler(s)
  - 7.2.5 Correspondence that verifies business purpose of the expense
- 7.3** The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4** Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5** Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6** Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7** Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.
- 7.8** When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9** Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

**7.10** Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

**7.11** Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## **8. Other Expenses**

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

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

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

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

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

**10.1** Alcoholic beverages/tobacco products

**10.2** Personal phone calls

**10.3** Laundry service

**10.4** Valet service (excludes hotel valet)

**10.5** Movie rentals

**10.6** Damage to personal items

**10.7** Flowers/plants

**10.8** Greeting cards

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

## EXHIBIT E

### DEBARMENT CERTIFICATION

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;
  - d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions\* terminated for cause or default; and
  - e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

**RVE, Inc. dba RVI Planning + Landscape Architecture**

Chris Lalich  
Signature of Certifying Official

Chris Lalich  
Printed Name of Certifying Official

Vice President of Operations  
Title of Certifying Official

August 21, 2023  
Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

\* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by \_\_\_\_\_  
the \_\_\_\_\_ of \_\_\_\_\_, on behalf of said firm.  
Signatory Name  
Signatory Title Entity Name

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

My commission expires: \_\_\_\_\_

**EXHIBIT F**  
**CERTIFICATES OF INSURANCE**

A/E and Subconsultant Certificates of Insurance attached:



**Commissioners Court - Regular Session****31.****Meeting Date:** 08/29/2023

LE Drop Center (445P/445A/2.1) – Chasco Change Order 1

**Submitted For:** Dale Butler**Submitted By:** Wendy Danzo, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on accepting a report from Chasco Constructors, Ltd., LLP, Change Order No. 1 for the Williamson County LE Drop Center Phase II Renovations project \$13,598 and an additional 10 days toward substantial completion. Substantial Completion will now be November 30, 2023. Funding Source is 445P/445A/2.1.

**Background**

This change order is for the construction/remodel of the LE Drop Center Phase II Renovations for changes in scope requested by the County. Change Order increases by \$13,598 and an increase of 10 days toward substantial completion to November 30, 2023. Department point of contact is- Angel Gomez, Senior Project Manager for Facilities Management. On March 21, 2023, the Williamson County Commissioners Court approved Williamson County Senior Project Manager, Angel Gomez, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court. Funding for this project will be 444P/445A/2.1.

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**Fiscal Impact**

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

Chasco CO1

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzo

Final Approval Date: 08/23/2023

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

08/23/2023 09:12 AM

08/23/2023 01:57 PM

Started On: 08/23/2023 08:55 AM



# CHANGE ORDER 001

## FOR PROJECT: LE Drop Center Phase II Renovations

CHANGE ORDER NO: 001  
DATE OF ISSUANCE: August 15, 2023  
Contractor: Chasco Constructors, Ltd. LLP  
Project Architect: Trenton Jacobs, County Architect  
Project Engineer: N/A

NTP Date January 2, 2023

### EXPLANATION:

1. Reconfigure the main intake area and increase space for staff and processing in waiting area.

### CONTRACT CHANGE:

1. Demos existing CMU, walls; relocated existing doors, card readers, and reinforce existing walls; increase of \$13,598.00.

Original Contract Amount	\$ 264,867.00
Net change by previously submitted Change Orders	\$ 0.00
Contract sum prior to this Change Order was	\$ 264,867.00
Contract Sum be decreased/ by this Change Order in the amount of	\$ 13,598.00
The new Contract Sum including this Change Order will be	\$ 278,465.00
Percentage Increase of Change Orders over Original Contract Amount	5.13%
The Contract Time will be changed by	Ten (10) calendar days.
The date of Substantial Completion as of the date of this Change Order	November 30, 2023

### RECOMMENDED BY:

Leslie Heine  
Contractor's Printed Name

  
Signature

August 22, 2023  
Date

### REVIEWED BY:

Trenton H. Jacobs  
Trenton Jacobs County Architect

  
Signature

8/22/23  
Date

### ACCEPTED BY:

Jesus Angel Gomez  
Owner's Representative  
J. Angel Gomez, Senior PM

**Jesus Angel Gomez**  
Digitally signed by Jesus Angel Gomez  
DN: cn=Jesus Angel Gomez,  
o=Williamson County, ou=Facilities  
Management,  
email=angel.gomez@wilco.org, c=US  
Date: 2023.08.22 15:12:59 -05'00'  
Signature

22 August 2023  
Date

**Commissioners Court - Regular Session****32.****Meeting Date:** 08/29/2023

River Ranch Interpretive Center Corrections (P465) – Chasco Change Order 1

**Submitted For:** Dale Butler**Submitted By:** Wendy Danzo, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on accepting a report from Chasco Constructors, Ltd, Change Order No. 1 for the River Ranch Interpretive Center Corrections project (P465) for a **credit** of \$1,253 and no time extension. Funding Source is P465.

**Background**

This change order is for a **credit** of \$1,253.50 due to changes in scope requested by County. There is no additional time required toward substantial completion. Department point of contact is Thomas Crockett, Facilities Management Project Manager. On March 22, 2022, the Williamson County Commissioners Court approved Williamson County Architect, Trenton Jacobs, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court. Funding for this project is P465.

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**Fiscal Impact**

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

Chasco CO1

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzo

Final Approval Date: 08/24/2023

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

08/23/2023 01:41 PM

08/24/2023 08:51 AM

Started On: 08/23/2023 01:25 PM



# CHANGE ORDER 1

FOR PROJECT: P465 River Ranch Interpretive Center Corrections

CHANGE ORDER NO: 001

NTP Date: 4/26/23

DATE OF ISSUANCE: \_\_\_\_\_

Contractor: CHASCO

Project Architect: Design Workshop

Project Engineer: N/A

## EXPLANATION:

1. Replacement of EWC & Hot water heater, and water fountain replacement \$6,044.00
2. 2'-3' closed cell foam insulation using Froth Packs. \$13,271.00
3. All repair cost \$19,315.00
4. Credit of \$(20,568.50) for groundwork/landscape
5. \$20568.50 - \$19315.00 = credit of \$(1253.50)

## CONTRACT CHANGE:

1. EX: Increase total due by \$ \_\_\_\_\_
2. EX: No additional time added; work completed within contract time. \_\_\_\_\_

Original contract amount ..... \$ 595,776 .00  
Net change by previously submitted Change Orders ..... \$ 0.00  
Contract sum prior to this Change Order was ..... \$ 595,776.00  
Contract Sum be decreased/ by this Change Order in the amount of ..... \$ (1,253.50)  
The new Contract Sum including this Change Order will be ..... \$594,522.50.  
The Contract Time will be changed by ..... 0 ( +0 ) days  
The date of Substantial Completion as of the date of this Change Order ..... \_\_\_\_\_

## RECOMMENDED BY:

BILL BAMBRICK  
Contractor's Printed Name

[Signature]  
Contractor's Signature

6-12-23  
Date

## ACCEPTED BY:

Tommy Crockett, PM/ODR  
Owner's Representative

Thomas Crockett  
Owner's Representative Signature

06/12/23  
Date

Trenton H. Jacobs, AIA  
County Architect Name

[Signature]  
County Architect's Signature

8/23/23  
Date

**Commissioners Court - Regular Session****33.****Meeting Date:** 08/29/2023

River Ranch Interpretive Center Corrections (P465) – Chasco Change Order 2

**Submitted For:** Dale Butler**Submitted By:** Wendy Danzo, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on accepting a report from Chasco Constructors, Ltd, Change Order No. 2 for the River Ranch Interpretive Center Corrections project (P465) for \$9,030.07 and no time extension.

Funding Source is P465.

**Background**

This change order is for \$9,030.07 due to changes in scope requested by County. There is no additional time required toward substantial completion. Department point of contact is Thomas Crockett, Facilities Management Project Manager. On March 22, 2022, the Williamson County Commissioners Court approved Williamson County Architect, Trenton Jacobs, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court. Funding for this project is P465.

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**Fiscal Impact**

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

Chasco CO2

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzo

Final Approval Date: 08/24/2023

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

08/24/2023 10:25 AM

08/24/2023 04:49 PM

Started On: 08/24/2023 09:24 AM



# Change Order

AIA DOCUMENT G701

Distribution to:

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

PROJECT: River Ranch Interpretive Center

CHANGE ORDER NO: 002

DATE: 8/15/2023

CHASCO PROJECT NO: 23034

TO OWNER: Williamson County

NTP Date: 4/26/2023

The Contract is changed as follows:

Add and delete all items as per the attached Change Proposal # 005

1)	Add 2 Freeze Proof Hose Bibs	\$	2,657.00
2)	Added Hardie Trim on Roof	\$	1,865.00
3)	4 Custom ADA Family RR Signs	\$	490.00
4)	Repairs to Interior & Exterior by Window	\$	4,018.07

TOTAL: \$ 9,030.07

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

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

The Original Guaranteed Maximum Price was	\$ 595,776.00
Net change by previously authorized Change Orders	\$ (1,253.50)
The Guaranteed Maximum Price prior to this Change Order was	\$ 594,522.50
The Guaranteed Maximum Price will be increased by this Change Order	\$ 9,030.07
The new Guaranteed Maximum Price including this Change Order will be	\$ 603,552.57

Authorized:

  
CONTRACTOR

  
OWNER

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

Address: 3101 SE Inner Loop  
Georgetown TX 78626

By: Bill Bambrick, VP

By: Williamson County

DATE: 8/24/23

DATE: 08/24/2023

**Commissioners Court - Regular Session****34.****Meeting Date:** 08/29/2023

Patin 22IFB105 CO 2 Live Oak Ranch Sub

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Change order No 2 to contract number 22IFB105 for Patin Construction in the amount of -\$19,401.79 for Live Oak Ranch Subdivision Ph 1 Roadway and Drainage Improvements. Funding source: P487.

**Background**

This Change Order is a balancing Change Order. All work is completed. The original contract amount was \$1,846,057.79. With the addition of Change Order No 1 in the amount of \$78,200.00 and this Change Order for -\$19,401.79, the final contract amount will be \$1,904,856.00.

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**Fiscal Impact**

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

Patin 22IFB105 CO 2 Live Oak Ranch Sub

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 08/21/2023

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

08/21/2023 11:11 AM

08/21/2023 12:58 PM

Started On: 08/07/2023 09:10 AM



WILLIAMSON COUNTY, TEXAS  
CHANGE ORDER NUMBER: 2

1. CONTRACTOR: Patin Construction LLC
2. Change Order Work Limits: Sta. \_\_\_\_\_ to Sta. \_\_\_\_\_
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project: 22IFB105

Roadway: Live Oak Ranch Sub Ph 1 Roadway and Drainage

Purchase Order Number: \_\_\_\_\_

5. Describe the work being revised:  
Miscellaneous difference in site conditions.

6. Work to be performed in accordance with Items: All
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<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>	<b>The following information must be provided</b>
	Time Ext. #: _____ Days added on this CO: _____ Amount increased by this change order: <u>(\$19,401.79)</u>
THE CONTRACTOR Date <u>8-7-23</u> By <u>[Signature]</u> Typed/Printed Name <u>Johnny D. Hill</u> Typed/Printed Title <u>Project Manager</u>	

RECOMMENDED FOR EXECUTION:

[Signature] 8-9-23  
Project Manager Date  
Construction Observer  
[Signature] 8/14/23  
Design Engineer Date  
[Signature] 8/17/23  
Program Manager Date  
Design Engineer's Seal:

County Commissioner Precinct 1 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date  
☐ APPROVED





## Project # 22IFB105

TABLE B: Contract Items

ITEM		DESCRIPTION	UNIT	ORIGINAL + PREVIOUSLY REVISED			ADD or (DEDUCT)	NEW			
				UNIT PRICE	QUANTITY	ITEM COST		QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
100	6001	PREPARING ROW	AC	\$10,000.00	6.00	\$60,000.00		0.00	6.00	\$60,000.00	
110	6001	EXCAVATION (ROADWAY)	CY	\$18.00	5,889.00	\$106,002.00		0.00	5,889.00	\$106,002.00	\$0.00
132	6001	EMBANKMENT (FINAL)(ORD COMPTTY A)	CY	\$10.00	1,170.00	\$11,700.00		0.00	1,170.00	\$11,700.00	\$0.00
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	\$4.00	23,216.00	\$92,864.00		0.00	23,216.00	\$92,864.00	\$0.00
164	6003	BROADCAST SEED (PERM) (RURAL) (CLAY)	SY	\$0.50	23,216.00	\$11,608.00		0.00	23,216.00	\$11,608.00	\$0.00
166	6001	FERTILIZER	AC	\$1,000.00	4.80	\$4,796.79		0.00	4.80	\$4,800.00	\$3.21
168	6001	VEGETATIVE WATERING	MG	\$70.00	854.00	\$60,480.00		(864.00)	0.00	\$0.00	(\$80,480.00)
247	6056	FLBS (CMP IN PLCHTYA GRA)(FINAL POS)	CY	\$60.00	3,411.00	\$204,660.00		0.00	3,411.00	\$204,660.00	\$0.00
260	6002	LIME (HYDRATED LIME (SLURRY))	TON	\$200.00	636.00	\$127,200.00		(131.49)	504.51	\$100,902.00	(\$26,298.00)
310	6027	LIME TRT (EXST MATL)(10")	SY	\$9.00	20,467.00	\$184,203.00		0.00	20,467.00	\$184,203.00	\$0.00
316	6175	PRIME COAT(M/C-30 OR A/E-P)	GAL	\$18.00	3,300.00	\$59,400.00		(468.00)	3,300.00	\$59,400.00	(\$8,244.00)
316	6466	AGGR(TY-B GR-4 SAC-3)	CY	\$715.00	326.00	\$233,090.00		84.00	410.00	\$293,150.00	\$60,060.00
316	6002	ASPH (CHFRS-2P OR CRS-2P)	GAL	\$18.00	11,274.00	\$202,932.00		4,763.00	16,037.00	\$288,666.00	\$85,734.00
432	6002	RIPRAP (CONC)(5 IN)	CY	\$500.00	52.00	\$26,000.00		30.35	82.35	\$41,175.00	\$15,175.00
460	6008	CMP AR (GAL STL DES 2)	LF	\$80.80	516.00	\$41,280.00		0.00	516.00	\$41,280.00	\$0.00
460	6010	CMP AR (GAL STL DES 3)	LF	\$90.00	48.00	\$4,320.00		0.00	48.00	\$4,320.00	\$0.00
467	6522	CMP AR (GAL STL DES 4)	LF	\$125.00	132.00	\$16,500.00		0.00	132.00	\$16,500.00	\$0.00
467	6525	SET (TY II) (DES 2) (CMP) (3-1) (C)	EA	\$2,500.00	6.00	\$15,000.00		0.00	6.00	\$15,000.00	\$0.00
467	6532	SET (TY II) (DES 3) (CMP) (6-1) (P)	EA	\$2,500.00	44.00	\$110,000.00		2.00	46.00	\$115,000.00	\$5,000.00
467	6546	SET (TY II) (DES 3) (CMP) (3-1) (C)	EA	\$3,000.00	4.00	\$12,000.00		0.00	4.00	\$12,000.00	\$0.00
467	6546	SET (TY II) (DES 4) (CMP) (3-1) (C)	EA	\$3,000.00	10.00	\$30,000.00		0.00	10.00	\$30,000.00	\$0.00
496	6007	REMOVE STR (PIPE)	LF	\$20.00	350.00	\$7,000.00		(90.00)	260.00	\$5,200.00	(\$1,800.00)
500	6001	MOBILIZATION	LS	\$25,000.00	1.00	\$25,000.00		0.00	1.00	\$25,000.00	\$0.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	\$7,000.00	3.00	\$21,000.00		3.00	6.00	\$42,000.00	\$21,000.00
506	6001	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	\$30.00	868.00	\$26,040.00		(868.00)	0.00	\$0.00	(\$26,040.00)
506	6011	ROCK FILTER DAMS (REMOVE)	LF	\$10.00	868.00	\$8,680.00		(868.00)	0.00	\$0.00	(\$8,680.00)
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	\$3.00	2,778.00	\$8,334.00		91.60	2,869.60	\$8,607.00	\$273.00
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	\$1.00	2,778.00	\$2,778.00		91.60	2,869.60	\$2,869.60	\$91.60
530	6004	DRIVEWAYS (CONC)	SY	\$100.00	26.00	\$26,000.00		(26.00)	0.00	\$0.00	(\$2,600.00)
530	6005	DRIVEWAYS (ACP)	SY	\$25.00	1,281.00	\$32,025.00		89.00	1,370.00	\$34,250.00	\$2,225.00
532	6001	WIRE FENCE (TY A)	LF	\$23.00	2,807.00	\$64,561.00		(2,807.00)	0.00	\$0.00	(\$64,561.00)
560	6011	MAILBOX INSTALL-S (TWP-POST) TY 4	EA	\$500.00	32.00	\$9,600.00		3.00	35.00	\$10,500.00	\$900.00
640	6070	RELOCATE SMI RD SN SUP&AM TY S80	EA	\$1,000.00	5.00	\$5,000.00		0.00	5.00	\$5,000.00	\$0.00
666	6205	REFL PAV MKR TY II (TY 4" (BRK)	LF	\$6.00	1,860.00	\$11,160.00		(1,860.00)	0.00	\$0.00	(\$11,160.00)
		Charge Order 1				\$0.00		0.00			
						\$0.00		0.00			
460	6009 E	CMP AR (GAL STL DES 2) (EXTEND PIPE)	LF	\$675.00	136.00	\$78,200.00		0.00	136.00	\$78,200.00	\$0.00
						\$0.00					
						\$1,924,257.79				\$1,904,856.00	(\$19,401.79)

## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

**Commissioners Court - Regular Session****35.****Meeting Date:** 08/29/2023

Diamond 2586 WA1 SA7 On Call Surveying

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 7 to Work Authorization No 1 under Williamson County Contract between Diamond Surveying, Inc. and Williamson County dated May 19, 2020 for On Call Surveying Services. This supplemental is to increase the maximum amount payable to \$250,000.00. Funding source: 01.0200.0210.004150.

**Background**

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**Fiscal Impact**

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

Diamond 2586 WA1 SA7 On Call Surveying

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 08/22/2023

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

08/21/2023 04:20 PM

08/22/2023 08:33 AM

Started On: 08/21/2023 02:25 PM

**SUPPLEMENTAL WORK AUTHORIZATION NO.   7**  
**TO**  
**WORK AUTHORIZATION NO.   1**

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

This Supplemental Work Authorization No.   7   to Work Authorization No.   1   is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **May 19, 2020** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No.   1   dated effective **May 19, 2020** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The maximum amount payable for services under the Work Authorization is hereby increased from **\$240,000.00** to **\$250,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

**IN WITNESS WHEREOF**, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

**FIRM: Diamond Surveying, Inc.**

By: Shane Shafer  
Signature

Shane Shafer  
Printed Name

President  
Title

August 21, 2023  
Date

**COUNTY: Williamson County**

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

Bill Gravell, Jr.  
Printed Name

County Judge  
Title

\_\_\_\_\_  
Date

## Attachment C - Work Schedule

Diamond Surveying will provide a work schedule for the assigned tasks.

**Commissioners Court - Regular Session****36.****Meeting Date:** 08/29/2023

Final plat for the Saddleback at Santa Rita Ranch Ph 1 Sec 2A subdivision – Pct 2

**Submitted For:** Robert Daigh**Submitted By:** Adam Boatright, Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Saddleback at Santa Rita Ranch Phase 1 Section 2A Subdivision – Precinct 2.

**Background**

This is the next section of the Saddleback at Santa Rita Ranch Phase 1 development. It consists of 89 single family lots, 1 open space/landscape/utility/amenity lot, 5 open space/landscape/utility lots and 7,208 linear feet of new public roads. Roadway and drainage construction is not yet complete but a performance bond in the amount of \$6,148,172.75 has been posted with the County to cover the cost of the construction.

**Timeline**

2023-06-29 – initial submittal of the final plat

2023-07-28 – 1st review complete with minor comments

2023-08-03 – 2nd submittal of final plat

2023-08-22 – 2nd review complete with comments clear

2023-08-23 – 3rd submittal of final plat with signatures

2023-08-24 – final plat placed on the August 29, 2023, Commissioners Court agenda for consideration

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**Fiscal Impact**

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

final plat - Saddleback at SRR Ph 1 Sec 2A

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 08/24/2023

**Reviewed By**

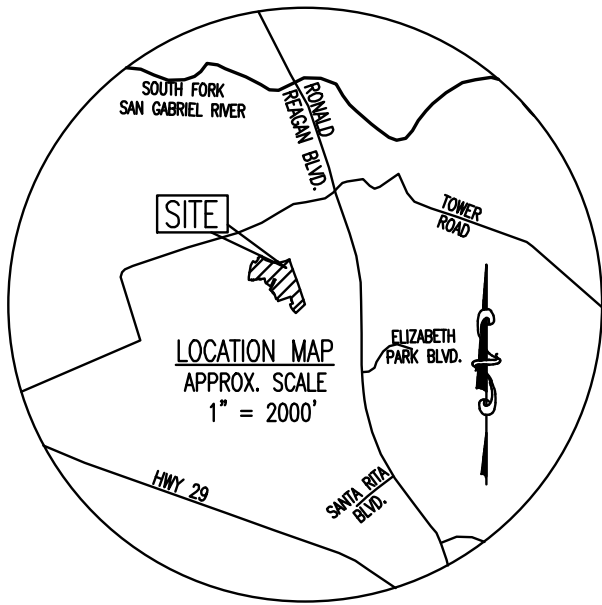
Becky Pruitt

**Date**

08/24/2023 11:58 AM

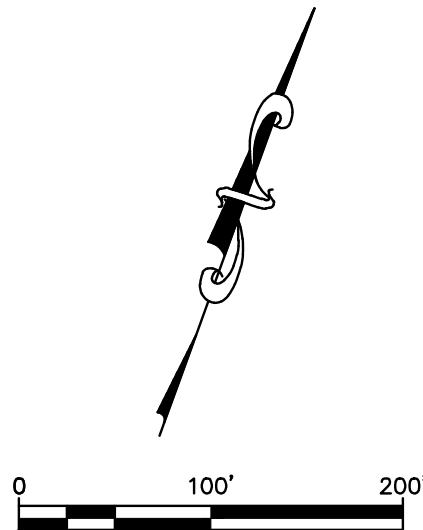
Started On: 08/24/2023 08:25 AM

SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A  
FINAL PLAT



LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
- 100 YEAR DEVELOPED FLOOD PLAIN PER ATLAS 14
- MATCH LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- W.Q.E. WATER QUALITY EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- O.S. OPEN SPACE
- D.E. DRAINAGE EASEMENT
- B.S.L. BUILDING SETBACK LINE
- O.P.R.W.C.T.X. OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS



SCALE: 1" = 100'

TOTAL ACREAGE: 34.240 ACRES  
SURVEY: B. MANLOVE SURVEY, ABSTRACT NO. 417

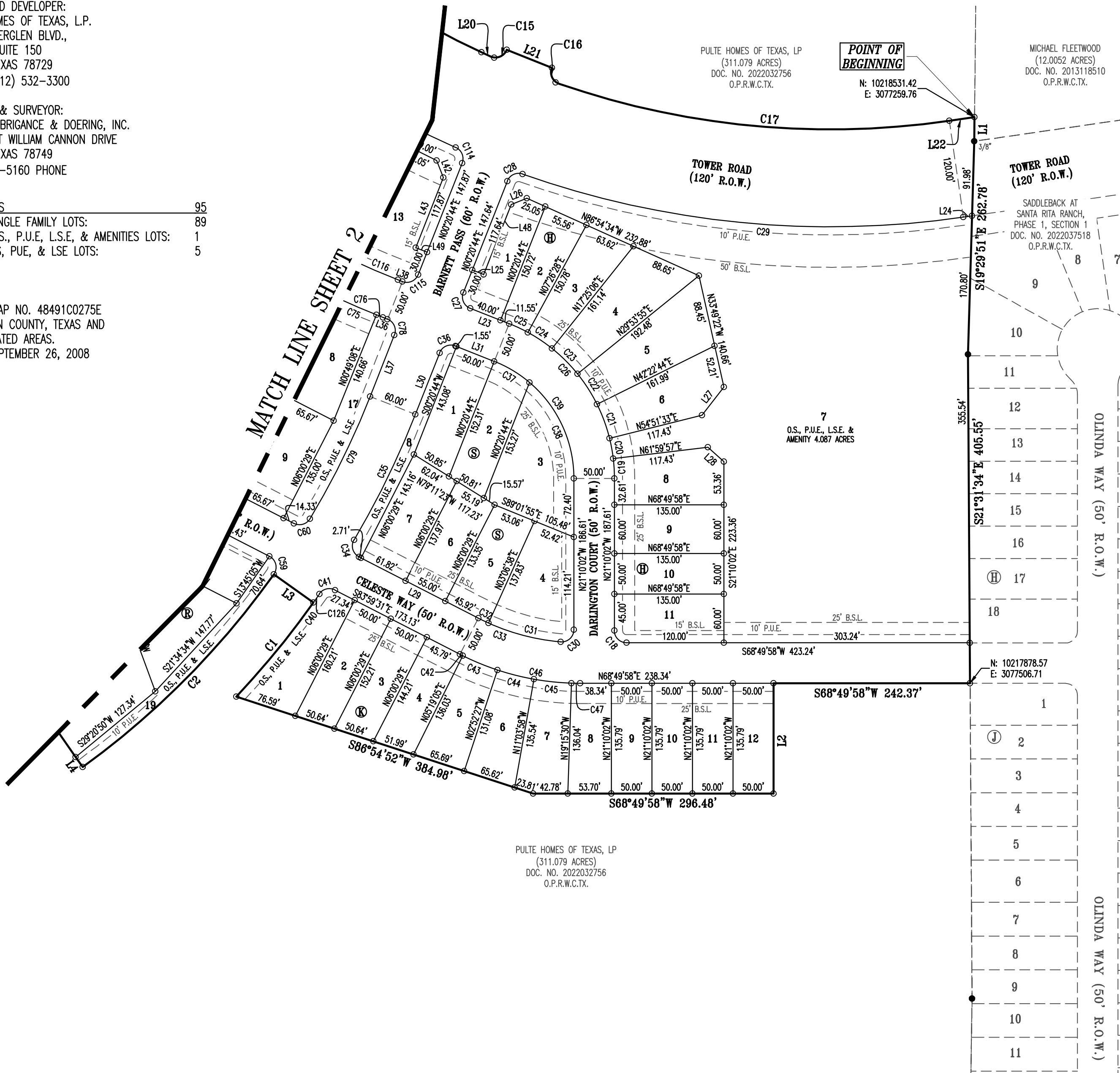
DATE: AUGUST 1, 2023

OWNER AND DEVELOPER:  
PULTE HOMES OF TEXAS, L.P.  
9401 AMBERGLEN BLVD.,  
BLDG. I, SUITE 150  
AUSTIN, TEXAS 78729  
PHONE: (512) 532-3300

ENGINEER & SURVEYOR:  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON DRIVE  
AUSTIN, TEXAS 78749  
(512) 280-5160 PHONE

TOTAL LOTS 95  
NO. OF SINGLE FAMILY LOTS: 89  
NO. OF O.S., P.U.E., L.S.E., & AMENITIES LOTS: 1  
NO. OF OS, PUE, & LSE LOTS: 5

F.E.M.A. MAP NO. 48491C0275E  
WILLAMSON COUNTY, TEXAS AND  
INCORPORATED AREAS.  
DATED: SEPTEMBER 26, 2008



PULTE HOMES OF TEXAS, LP  
(311.079 ACRES)  
DOC. NO. 2022032756  
O.P.R.W.C.T.X.

SHEET NO. 1 OF 5

Carlson, Brigance & Doering, Inc.

FIRM ID #F3791 REG. # 10024900

Civil Engineering Surveying  
5501 West William Cannon Austin, Texas 78749  
Phone No. (512) 280-5160 Fax No. (512) 280-5165

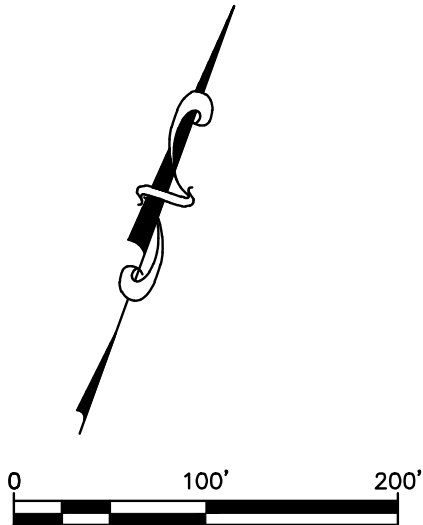
J:\AC3D\5341\Survey\PLAT - SADDLEBACK SRR 1-2A



SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A  
FINAL PLAT

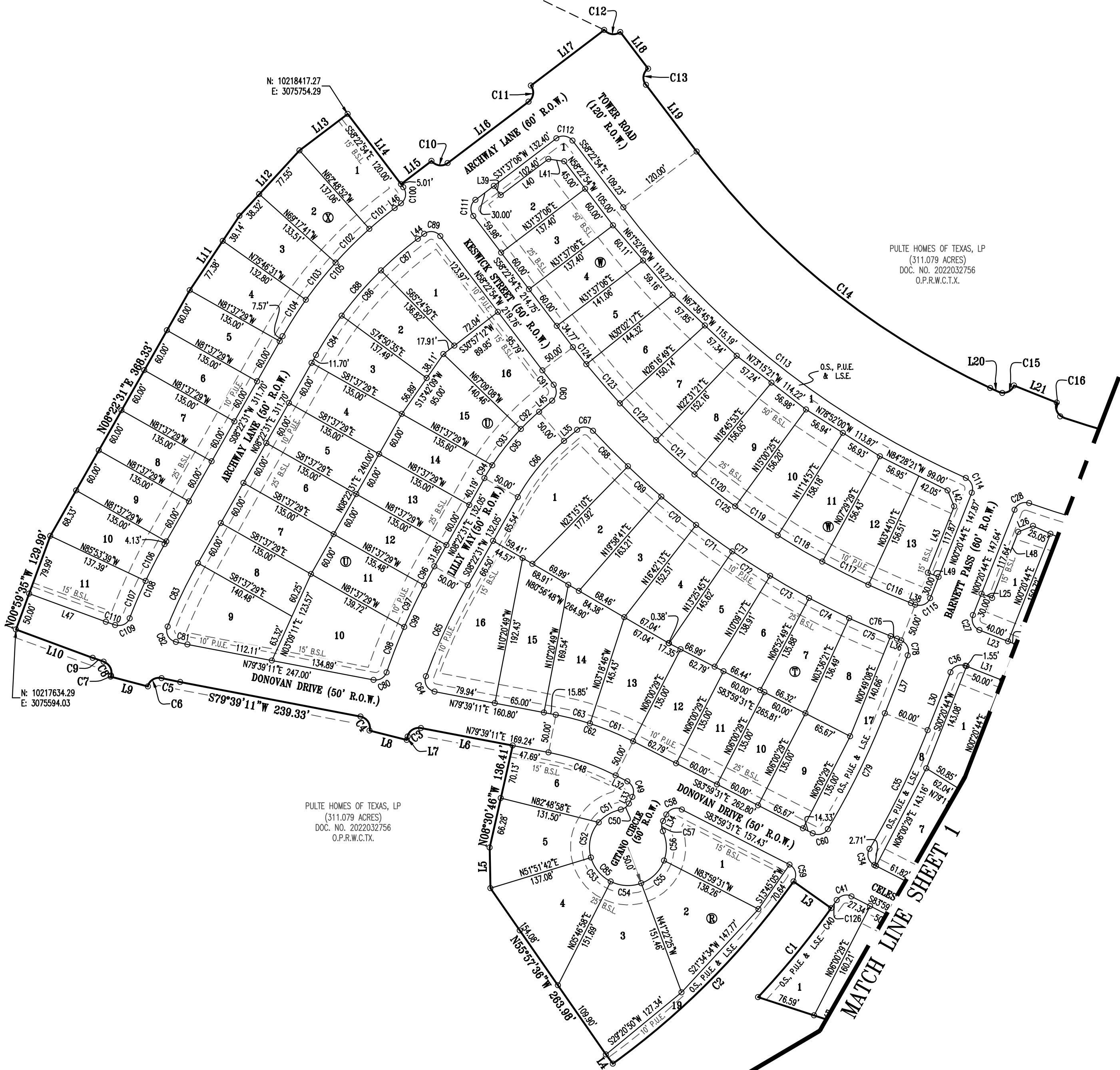
LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
- 100 YEAR DEVELOPED FLOOD PLAIN PER ATLAS 14
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- O.S. OPEN SPACE
- D.E. DRAINAGE EASEMENT
- B.S.L. BUILDING SETBACK LINE
- O.P.R.W.C.T.X. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS



SCALE: 1" = 100'

J. HUMPHREYS SURVEY,  
ABSTRACT NUMBER 724  
J. B. ROBINSON SURVEY,  
ABSTRACT NUMBER 521  
B. MANLOVE SURVEY,  
ABSTRACT NUMBER 417  
APPROXIMATE  
N85°22'33"W  
7701'



PULTE HOMES OF TEXAS, LP  
(311.079 ACRES)  
DOC. NO. 2022032756  
O.P.R.W.C.T.X.

PULTE HOMES OF TEXAS, LP  
(311.079 ACRES)  
DOC. NO. 2022032756  
O.P.R.W.C.T.X.

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
GITANO CIRCLE	101'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
ARCHWAY LANE	322'	60' R.O.W.	40' FOC-FOC	35 M.P.H.	PUBLIC	COLLECTOR
ARCHWAY LANE	756'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
DARLINGTON COURT	539'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
DONOVAN DRIVE	1114'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
CELESTE WAY	837'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
KESWICK STREET	929'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
LILLY WAY	522'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOWER ROAD	1372'	120' R.O.W.	48' FOC-FOC	45 M.P.H.	PUBLIC	ARTERIAL
BARNETT PASS	716'	60' R.O.W.	40' FOC-FOC	35 M.P.H.	PUBLIC	COLLECTOR
TOTAL	7,208'					

SHEET NO. 2 OF 5

Carlson, Brigrance & Doering, Inc.

FIRM ID #F3791 REG. # 10024900

Civil Engineering Surveying  
5501 West William Cannon Austin, Texas 78749  
Phone No. (512) 280-5160 Fax No. (512) 280-5165

J:\AC3D\5341\Survey\PLAT - SADDLEBACK SRR 1-2A

SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A  
FINAL PLAT

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	150.07	1090.00	N18°11'41"E	149.95	75.15	7°53'17"
C2	336.04	1030.00	S23°35'50"W	334.56	169.53	18°41'35"
C3	22.69	15.00	S36°19'12"W	20.59	14.15	86°39'57"
C4	24.43	15.00	N53°40'48"W	21.82	15.90	93°20'03"
C5	24.80	725.00	S80°37'58"W	24.80	12.40	1°57'35"
C6	23.04	15.00	S37°36'23"W	20.84	14.49	88°00'45"
C7	1.52	725.00	N06°20'23"W	1.52	0.76	0°07'13"
C8	22.49	15.00	N49°14'04"W	20.44	13.97	85°54'34"
C9	15.14	651.35	S88°24'32"W	15.13	7.57	1°19'53"
C10	23.57	15.00	N76°38'13"E	21.22	15.01	90°02'13"
C11	23.56	15.00	N13°22'54"W	21.21	15.00	90°00'00"
C12	23.56	15.00	N76°37'06"E	21.21	15.00	90°00'00"
C13	23.56	15.00	S13°22'54"E	21.21	15.00	90°00'00"
C14	495.91	1020.00	S72°18'36"E	491.04	252.96	27°51'24"
C15	24.28	15.00	N46°42'43"E	21.71	15.73	92°43'58"
C16	24.19	15.00	S45°51'16"E	21.65	15.64	92°24'00"
C17	487.75	1020.00	N74°14'48"E	483.11	248.63	27°23'52"
C18	23.56	15.00	S66°10'02"E	21.21	15.00	90°00'00"
C19	24.45	205.00	N24°35'02"W	24.44	12.24	6°50'01"
C20	25.55	205.00	N31°34'15"W	25.53	12.79	7°08'25"
C21	44.65	205.00	N41°22'52"W	44.57	22.42	12°28'49"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C22	44.65	205.00	N53°51'41"W	44.57	22.42	12°28'49"
C23	44.65	205.00	N66°20'30"W	44.57	22.42	12°28'49"
C24	35.70	205.00	N77°34'13"W	35.65	17.89	9°58'38"
C25	25.39	205.00	N86°06'24"W	25.37	12.71	7°05'44"
C26	245.04	205.00	N55°24'39"W	230.71	139.55	68°29'14"
C27	23.56	15.00	S44°39'16"E	21.21	15.00	90°00'00"
C28	23.02	15.00	S44°18'05"W	20.82	14.46	87°54'42"
C29	551.33	1140.00	N74°24'09"E	545.98	281.17	27°42'35"
C30	24.88	15.00	N26°21'10"E	22.13	16.38	95°02'24"
C31	92.33	275.00	N83°29'30"E	91.90	46.61	19°14'16"
C32	13.91	275.00	S85°26'27"E	13.91	6.95	2°53'51"
C33	106.24	275.00	N84°56'25"E	105.58	53.79	22°08'07"
C34	24.45	15.00	S37°17'33"E	21.83	15.92	93°23'57"
C35	172.39	1090.00	N04°52'35"E	172.21	86.37	9°03'41"
C36	23.56	15.00	S45°20'44"W	21.21	15.00	90°00'00"
C37	50.88	155.00	N80°15'03"W	50.65	25.67	18°48'25"
C38	134.40	155.00	N46°00'26"W	130.23	71.75	49°40'49"
C39	185.28	155.00	N55°24'39"W	174.44	105.51	68°29'14"
C40	162.92	1090.00	S17°51'25"W	162.76	81.61	8°33'49"
C41	21.58	15.00	S54°47'30"W	19.77	13.14	82°25'58"
C42	3.91	325.00	S84°20'13"E	3.91	1.96	0°41'24"

Line Table		
Line #	Length	Direction
L1	29.77	S20°31'20"E
L2	135.79	S21°10'02"E
L3	60.00	N75°44'58"W
L4	15.00	N57°03'22"W
L5	52.80	N22°05'23"W
L6	121.54	S79°39'11"W
L7	4.66	S07°00'46"E
L8	50.00	S82°59'14"W
L9	50.00	S83°36'01"W
L10	106.68	S89°00'25"W
L11	116.51	N12°38'27"E
L12	115.86	N21°19'46"E
L13	78.65	N31°37'06"E
L14	114.99	S58°22'54"E
L15	50.00	N31°37'06"E
L16	132.40	N31°37'06"E
L17	120.00	N31°37'06"E

Line Table		
Line #	Length	Direction
L18	60.00	S58°22'54"E
L19	109.25	S58°22'54"E
L20	12.17	S86°34'48"E
L21	60.00	S89°24'18"E
L22	31.38	N60°32'52"E
L23	51.55	N89°39'16"W
L24	10.86	N60°32'52"E
L25	15.00	N89°39'16"W
L26	20.70	N46°43'05"E
L27	44.02	N16°50'45"E
L28	26.55	S69°35'02"E
L29	165.45	S83°59'31"E
L30	81.32	S00°20'44"W
L31	51.55	N89°39'16"W
L32	17.00	N83°59'31"W
L33	9.70	N06°00'29"E
L34	9.70	S06°00'29"W

Line Table		
Line #	Length	Direction
L35	22.35	S28°14'29"W
L36	5.90	S89°39'16"E
L37	81.32	N00°20'44"E
L38	5.90	S89°39'16"E
L39	15.00	S58°22'54"E
L40	77.67	N31°36'20"E
L41	21.03	N77°07'35"E
L42	22.43	N42°51'21"W
L43	92.88	S00°20'44"W
L44	10.55	N31°37'06"E
L45	22.35	N28°14'29"E
L46	10.55	S31°37'06"W
L47	106.68	N89°00'25"E
L48	92.63	S00°20'44"W
L49	15.00	N89°39'16"W

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C43	46.47	325.00	S88°46'41"E	46.43	23.27	8°11'32"
C44	46.47	325.00	N83°01'47"E	46.43	23.27	8°11'32"
C45	46.47	325.00	N74°50'16"E	46.43	23.27	8°11'32"
C46	154.15	325.00	N82°25'13"E	152.71	78.55	27°10'31"
C47	10.83	325.00	N69°47'14"E	10.83	5.41	1°54'32"
C48	92.77	325.00	S87°49'50"W	92.46	46.70	16°21'18"
C49	23.56	15.00	N38°59'31"W	21.21	15.00	90°00'00"
C50	13.62	15.00	N32°01'05"E	13.16	7.32	52°01'12"
C51	33.82	50.00	S38°39'05"W	33.18	17.59	38°45'13"
C52	48.69	50.00	S08°37'25"E	46.79	26.47	55°47'47"
C53	41.62	50.00	S60°22'11"E	40.43	22.10	47°41'43"
C54	41.15	50.00	N72°12'17"E	40.00	21.82	47°09'23"
C55	43.14	50.00	N23°54'34"E	41.81	23.02	49°26'03"
C56	39.45	50.00	N23°24'36"W	38.43	20.82	45°12'16"
C57	13.62	15.00	S20°00'08"E	13.16	7.32	52°01'12"
C58	23.56	15.00	S51°00'29"W	21.21	15.00	90°00'00"
C59	25.72	15.00	N34°52'14"W	22.68	17.33	98°14'34"
C60	22.59	15.00	N52°51'30"E	20.52	14.06	86°17'57"
C61	61.00	375.00	N88°39'09"W	60.94	30.57	9°19'15"
C62	107.04	375.00	S87°49'50"W	106.68	53.89	16°21'18"
C63	46.04	375.00	S83°10'12"W	46.01	23.05	7°02'03"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C64	25.93	15.00	S50°49'25"E	22.82	17.58	99°02'49"
C65	130.87	775.00	S03°32'16"W	130.72	65.59	9°40'31"
C66	95.35	275.00	S18°18'30"W	94.87	48.16	19°51'58"
C67	23.01	15.00	S72°11'24"W	20.82	14.46	87°53'49"
C68	64.98	1075.00	S65°35'36"E	64.97	32.50	3°27'48"
C69	58.58	1075.00	S68°53'10"E	58.57	29.30	3°07'20"
C70	58.55	1075.00	S72°00'27"E	58.55	29.28	3°07'15"
C71	58.54	1075.00	S75°07'41"E	58.53	29.28	3°07'12"
C72	58.53	1075.00	S78°14'52"E	58.52	29.27	3°07'10"
C73	58.53	1075.00	S81°22'02"E	58.53	29.27	3°07'11"
C74	58.54	1075.00	S84°29'15"E	58.54	29.28	3°07'13"
C75	58.79	1075.00	S87°36'51"E	58.78	29.40	3°08'01"
C76	8.88	1075.00	S89°25'04"E	8.88	4.44	0°28'24"
C77	483.93	1075.00	S76°45'29"E	479.85	246.14	25°47'34"
C78	23.56	15.00	N44°39'16"W	21.21	15.00	90°00'00"
C79	168.32	1030.00	N05°01'38"E	168.14	84.35	9°21'48"
C80	21.42	15.00	N38°44'33"E	19.65	13.00	81°49'15"
C81	15.23	675.00	N80°17'58"E	15.23	7.62	1°17'35"
C82	26.09	15.00	S49°14'04"E	22.92	17.76	99°38'21"
C83	91.78	675.00	S04°28'49"W	91.70	45.96	7°47'24"
C84	61.33	500.00	S11°53'22"W	61.30	30.71	7°01'42"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C85	247.87	50.00	S83°59'31"E	61.54	39.04	28°40'25"
C86	78.09	500.00	S19°52'40"W	78.01	39.12	8°56'54"
C87	63.41	500.00	S27°59'07"W	63.37	31.75	7°15'59"
C88	202.83	500.00	S19°59'49"W	201.45	102.83	23°14'35"
C89	23.56	15.00	S76°37'06"W	21.21	15.00	90°00'00"
C90	23.01	15.00	N15°42'25"W	20.82	14.46	87°53'49"
C91	23.90	1075.00	S59°01'07"E	23.90	11.95	1°16'26"
C92	32.58	325.00	S25°22'09"W	32.57	16.31	5°44'40"
C93	60.28	325.00	S17°10'59"W	60.20	30.23	10°37'40"
C94	19.82	325.00	S10°07'20"W	19.82	9.91	3°29'38"
C95	112.69	325.00	S18°18'30"W	112.12	56.91	19°51'58"
C96	28.15	825.00	S07°23'52"W	28.15	14.08	1°57'19"
C97	60.16	825.00	S04°19'52"W	60.15	30.09	4°10'42"
C98	63.50	825.00	S00°02'13"W	63.48	31.76	4°24'35"
C99	151.81	825.00	S03°06'13"W	151.60	76.12	10°32'36"
C100	23.56	15.00	N13°22'54"W	21.21	15.00	90°00'00"
C101	42.55	550.00	N29°24'07"E	42.54	21.29	4°25'58"
C102	62.21	550.00	N23°56'43"E	62.17	31.14	6°28'49"
C103	62.21	550.00	N17°27'54"E	62.17	31.14	6°28'49"
C104	56.15	550.00	N11°18'00"E	56.13	28.10	5°50'58"
C105	223.12	550.00	S19°59'49"W	221.59	113.11	23°14'35"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C106	54.02	725.00	N06°14'26"E	54.01	27.02	4°16'10"
C107	52.99	725.00	N02°00'44"E	52.97	26.50	4°11'14"
C108	107.01	725.00	S04°08'49"W	106.91	53.60	8°27'24"
C109	23.04	15.00	N43°55'29"E	20.84	14.49	88°00'45"
C110	12.68	675.00	N88°28'08"E	12.68	6.34	1°04'33"
C111	23.56	15.00	S13°22'54"E	21.21	15.00	90°00'00"
C112	23.56	15.00	S76°37'06"W	21.21	15.00	90°00'00"
C113	574.92	1140.00	S72°49'45"E	568.85	293.71	28°53'43"
C114	22.94	15.00	N43°27'56"W	20.77	14.39	87°37'21"
C115	23.56	15.00	N45°20'44"E	21.21	15.00	90°00'00"
C116	60.61	1025.00	S87°57'37"E	60.60	30.31	3°23'17"
C117	67.23	1025.00	S84°23'15"E	67.21	33.62	3°45'28"
C118	67.23	1025.00	S80°37'47"E	67.21	33.62	3°45'28"
C119	67.23	1025.00	S76°52'19"E	67.21	33.62	3°45'28"
C120	67.23	1025.00	S73°06'51"E	67.21	33.62	3°45'28"
C121	67.23	1025.00	S69°21'23"E	67.21	33.62	3°45'28"
C122	67.23	1025.00	S65°35'55"E	67.21	33.62	3°45'28"
C123	67.23	1025.00	S61°50'27"E	67.21	33.62	3°45'28"
C124	28.27	1025.00	S59°10'18"E	28.27	14.14	1°34'49"
C125	559.46	1025.00	S74°01'05"E	552.54	286.89	31°16'22"
C126	12.85	1090.00	S13°54'47"W	12.85	6.43	0°40'32"

SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A  
FINAL PLAT

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 34.240 ACRE TRACT OF LAND, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 311.079 ACRE TRACT OF LAND CONVEYED TO PULTE HOMES OF TEXAS, L.P. BY DEED RECORDED IN DOCUMENT NUMBER 2022032756 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 34.240 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" ON THE EAST LINE OF SAID 311.079 ACRE TRACT, SAME BEING THE WEST LINE OF A CALLED 12.0052 ACRE TRACT OF LAND CONVEYED TO MICHAEL FLEETWOOD BY DEED RECORDED IN DOCUMENT NUMBER 2013118510, O.P.R.W.C.TX., FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE COMMON LINE OF SAID 311.079 ACRE TRACT AND SAID 12.0052 ACRE TRACT, S20°31'20"E, A DISTANCE OF 29.77 FEET TO A 3/8 INCH IRON ROD FOUND AT AN ANGLE POINT ON THE EAST LINE OF SAID 311.079 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 12.0052 ACRE TRACT, SAME ALSO BEING THE NORTHWEST CORNER OF SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 1, ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 2022037518, O.P.R.W.C.TX.,

THENCE, WITH THE COMMON LINE OF SAID 311.079 ACRE TRACT AND SAID SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 1, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2:

- 1. S19°29'51"E, A DISTANCE OF 262.78 FEET TO A 1/2 INCH IRON ROD FOUND,
- 2. S21°31'34"E, A DISTANCE OF 405.55 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",

THENCE, OVER AND ACROSS SAID 311.079 ACRE TRACT, THE FOLLOWING FORTY-SIX (46) COURSES AND DISTANCES, NUMBERED 1 THROUGH 46:

- 1. S68°49'58"W, A DISTANCE OF 242.37 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 2. S21°10'02"E, A DISTANCE OF 135.79 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 3. S68°49'58"W, A DISTANCE OF 296.48 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 4. S86°54'52"W, A DISTANCE OF 384.98 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT A POINT OF CURVATURE FOR A CURVE TO THE LEFT,
- 5. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1090.00 FEET, AN ARC LENGTH OF 150.07 FEET, AND WHOSE CHORD BEARS N18°11'41"E, A DISTANCE OF 149.95 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 6. N75°44'58"W, A DISTANCE OF 60.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT A POINT OF CURVATURE FOR A CURVE TO THE RIGHT,
- 7. WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1030.00 FEET, AN ARC LENGTH OF 336.04 FEET, AND WHOSE CHORD BEARS S23°35'50"W, A DISTANCE OF 334.56 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 8. N57°03'22"W, A DISTANCE OF 15.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 9. N65°57'36"W, A DISTANCE OF 263.98 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 10. N22°05'23"W, A DISTANCE OF 52.80 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 11. N08°30'46"W, A DISTANCE OF 136.41 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 12. S79°39'11"W, A DISTANCE OF 121.54 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT A POINT OF CURVATURE FOR A CURVE TO THE LEFT,
- 13. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.69 FEET, AND WHOSE CHORD BEARS S36°19'12"W, A DISTANCE OF 20.59 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 14. S07°00'46"E, A DISTANCE OF 4.66 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 15. S82°59'14"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT A POINT OF CURVATURE FOR A CURVE TO THE LEFT,
- 16. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.43 FEET, AND WHOSE CHORD BEARS N53°40'48"W, A DISTANCE OF 21.82 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 17. S79°39'11"W, A DISTANCE OF 239.33 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT A POINT OF CURVATURE FOR A CURVE TO THE RIGHT,
- 18. WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 725.00 FEET, AN ARC LENGTH OF 24.80 FEET, AND WHOSE CHORD BEARS S80°37'58"W, A DISTANCE OF 24.80 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT A POINT OF REVERSE CURVATURE FOR A CURVE TO THE LEFT,
- 19. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.04 FEET, AND WHOSE CHORD BEARS S37°36'23"W, A DISTANCE OF 20.84 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 20. S83°36'01"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT A POINT OF CURVATURE FOR A CURVE TO THE LEFT,
- 21. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 725.00 FEET, AN ARC LENGTH OF 1.52 FEET, AND WHOSE CHORD BEARS N06°20'23"W, A DISTANCE OF 1.52 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT A POINT OF COMPOUND CURVATURE FOR A CURVE TO THE LEFT,
- 22. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.49 FEET, AND WHOSE CHORD BEARS N49°14'04"W, A DISTANCE OF 20.44 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT A POINT OF REVERSE CURVATURE FOR A CURVE TO THE RIGHT,
- 23. WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 651.35 FEET, AN ARC LENGTH OF 15.14 FEET, AND WHOSE CHORD BEARS S88°24'32"W, A DISTANCE OF 15.13 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 24. S89°00'25"W, A DISTANCE OF 106.68 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 25. N00°59'35"W, A DISTANCE OF 129.99 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 26. N08°22'31"E, A DISTANCE OF 368.33 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 27. N12°38'27"E, A DISTANCE OF 116.51 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 28. N21°19'46"E, A DISTANCE OF 115.86 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 29. N31°37'06"E, A DISTANCE OF 78.65 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 30. S58°22'54"E, A DISTANCE OF 114.99 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 31. N31°37'06"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT A POINT OF CURVATURE FOR A CURVE TO THE LEFT,
- 32. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.57 FEET, AND WHOSE CHORD BEARS N76°38'13"E A DISTANCE OF 21.22 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 33. N31°37'06"E, A DISTANCE OF 132.40 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT A POINT OF CURVATURE FOR A CURVE TO THE LEFT,
- 34. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND WHOSE CHORD BEARS N13°22'54"W, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 35. N31°37'06"E, A DISTANCE OF 120.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT A POINT OF CURVATURE FOR A CURVE TO THE LEFT,
- 36. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND WHOSE CHORD BEARS N76°37'06"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 37. S58°22'54"E, A DISTANCE OF 60.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT A POINT OF CURVATURE FOR A CURVE TO THE LEFT,
- 38. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND WHOSE CHORD BEARS S13°22'54"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 39. S58°22'54"E, A DISTANCE OF 109.25 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT A POINT OF CURVATURE FOR A CURVE TO THE LEFT,
- 40. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1020.00 FEET, AN ARC LENGTH OF 495.91 FEET, AND WHOSE CHORD BEARS S72°18'36"E, A DISTANCE OF 491.04 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 41. S86°34'48"E, A DISTANCE OF 12.17 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT A POINT OF CURVATURE FOR A CURVE TO THE LEFT,
- 42. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.28 FEET, AND WHOSE CHORD BEARS N46°42'43"E, A DISTANCE OF 21.71 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 43. S89°24'18"E, A DISTANCE OF 60.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT A POINT OF CURVATURE FOR A CURVE TO THE LEFT,
- 44. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.19 FEET, AND WHOSE CHORD BEARS S45°51'16"E, A DISTANCE OF 21.65 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT A POINT OF COMPOUND CURVATURE FOR A CURVE TO THE LEFT,
- 45. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1020.00 FEET, AN ARC LENGTH OF 487.75 FEET, AND WHOSE CHORD BEARS N74°14'48"E, A DISTANCE OF 483.11 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
- 46. N60°32'52"E, A DISTANCE OF 31.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.240 ACRES OF LAND.

WATER AND WASTEWATER:

- 1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
- 3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19H/GEORGETOWN UTILITY SYSTEMS.
- 4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19H/CITY OF LIBERTY HILL.
- 5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

- 1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR 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.
- 2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
- 3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
- 4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- 5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
- 6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
- 7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ALONG & ADJACENT TO ALL STREET RIGHT-OF-WAY, AND A TWO AND ONE-HALF (2.5') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL SIDE LOT LINES.

GENERAL:

- 1. BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
- 2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
- 3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
- 4. ALL PURPOSE ROADWAY AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- 5. THE H.O.A. WILL OWN AND MAINTAIN THE FOLLOWING LOTS:  
BLOCK H, LOT 7; BLOCK K, LOT 1; BLOCK R, LOT 19; BLOCK T, LOT 17; BLOCK W, LOT 1; BLOCK S, LOT 8.

DRAINAGE AND FLOODPLAIN:

- 1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- 2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
- 3. 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.

SHEET NO. 4 OF 5



Carlson, Brigrance & Doering, Inc.

FIRM ID #F3791

REG. # 10024900

Civil Engineering  
5501 West William Cannon  
Phone No. (512) 280-5160

Surveying  
Austin, Texas 78749  
Fax No. (512) 280-5165




# SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A

## FINAL PLAT

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

I, STEPHEN ASHLOCK, VICE PRESIDENT, PULTE HOMES OF TEXAS, LP, OWNER OF THAT CALLED 311.079 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2022032756, AS SHOWN HEREON, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID 34.240 TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.  
THIS SUBDIVISION IS TO BE KNOWN AS,

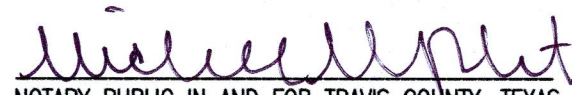
**"SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A"**

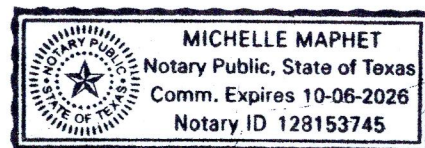
  
BY: STEPHEN ASHLOCK, VICE PRESIDENT  
PULTE HOMES OF TEXAS, L.P.  
9401 AMBERGLEN BLVD., BLDG. I, SUITE 150  
AUSTIN, TEXAS 78729  
PHONE: (512) 532-3300

STATE OF TEXAS:        §  
COUNTY OF WILLIAMSON:   §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED STEPHEN ASHLOCK, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 10<sup>th</sup> DAY OF August, 2023 A.D.

  
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS



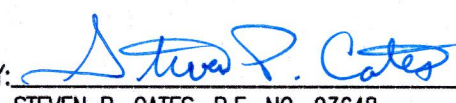
THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

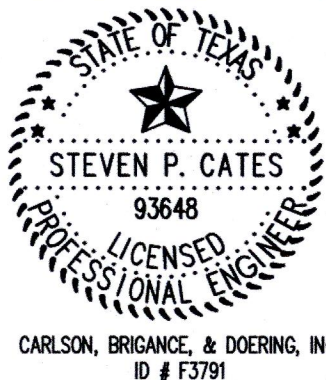
THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:        §  
COUNTY OF TRAVIS:        §

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

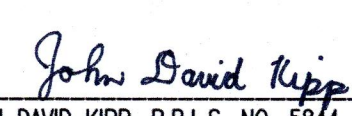
I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY:  8-9-2023  
STEVEN P. CATES, P.E. NO. 93648  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON DRIVE,  
AUSTIN, TEXAS 78749



STATE OF TEXAS:        §  
COUNTY OF TRAVIS:        §

I, JOHN DAVID KIPP, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS LISTED ON TITLE REPORT ISSUED BY TITLE RESOURCES GUARANTY COMPANY, G.F. NO. 2160726-COM, EFFECTIVE DATE SEPTEMBER 17, 2021, WHICH AFFECT THE SUBJECT PLAT ARE SHOWN OR NOTED ON THE PLAT.


SURVEYED BY:  08/09/2023  
JOHN DAVID KIPP, R.P.L.S. NO. 5844  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON DRIVE,  
AUSTIN, TEXAS 78749  
jkipp@cbdeng.com



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.

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

  
JERRY L. MILLARD, JR. DIRECTOR OF PLANNING  
CITY OF LIBERTY HILL, TEXAS

8-15-23  
DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 10<sup>th</sup> DAY OF August, 2023 A.D.

  
Teresa Baker  
WILLIAMSON COUNTY ADDRESSING COORDINATOR  
WILLIAMSON COUNTY, TEXAS

PRINTED NAME: Teresa Baker

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

KNOW ALL MEN BY THESE PRESENTS;

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        §  
COUNTY OF WILLIAMSON   §        KNOW ALL MEN BY THESE PRESENTS;

KNOW ALL MEN BY THESE PRESENTS;

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., AT \_\_\_\_\_ O'CLOCK, \_\_\_\_M., AND DULY RECORDED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., AT \_\_\_\_\_ O'CLOCK, \_\_\_\_M., IN THE PLAT RECORDS OF SAID COUNTY IN INSTRUMENT NUMBER \_\_\_\_\_.

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

NANCY RISTER, CLERK COUNTY COURT  
OF WILLIAMSON COUNTY, TEXAS

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

**SHEET NO. 5 OF 5**



J: \AC3D\5341\Survey\PLAT - SADDLEBACK SRR 1-2A



**Commissioners Court - Regular Session****37.****Meeting Date:** 08/29/2023

Final plat for the Klattenhoff Addition subdivision – Pct 4

**Submitted For:** Robert Daigh**Submitted By:** Adam Boatright, Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Klattenhoff Addition subdivision – Precinct 4.

**Background**

This subdivision consists of 1 commercial lot and no new roads. It meets the requirements of a minor plat as defined in the subdivision regulations.

**Timeline**

2023-01-26 – initial submittal of the final plat

2023-02-23 – 1st review complete with comments

2023-06-02 – 2nd submittal of final plat

2023-06-16 – 2nd review complete with comments

2023-07-19 – 3rd submittal of final plat

2023-08-03 – 3rd review complete with final comments

2023-08-10 – 4th submittal of final plat

2023-08-18 – 4th review complete with comments clear

2023-08-24 – receipt of final plat with signatures

2023-08-24 – final plat placed on the August 29, 2023 Commissioners Court agenda for consideration

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**Fiscal Impact**

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

final (minor) plat - Klattenhoff Addition

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 08/24/2023

**Reviewed By**

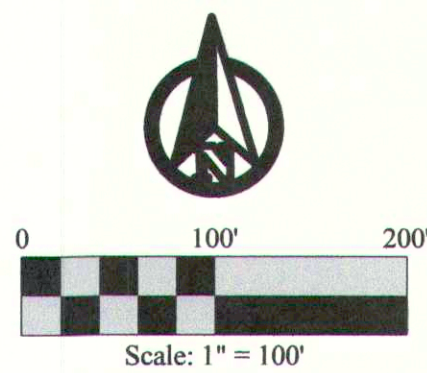
Becky Pruitt

**Date**

08/24/2023 12:06 PM

Started On: 08/24/2023 11:54 AM

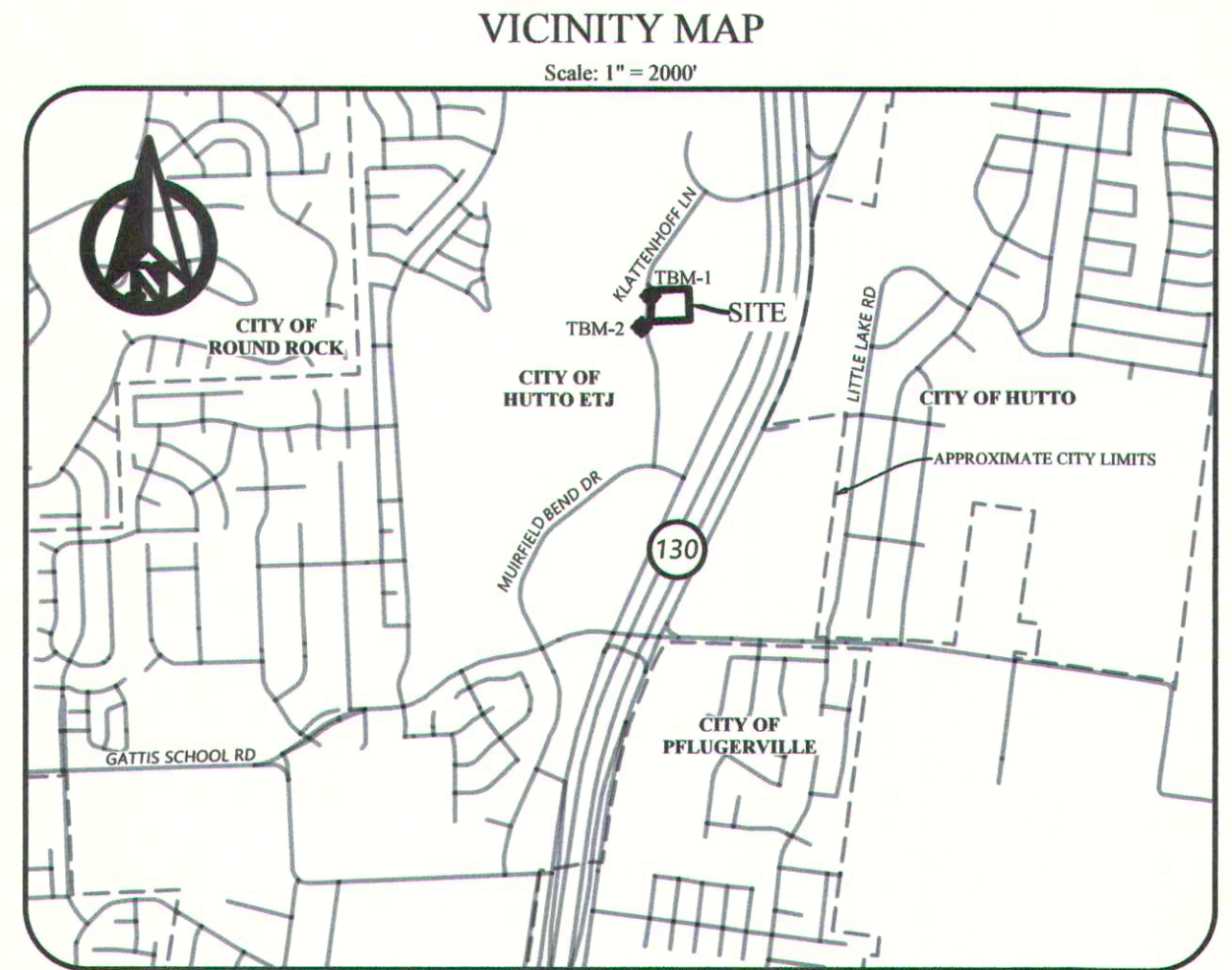
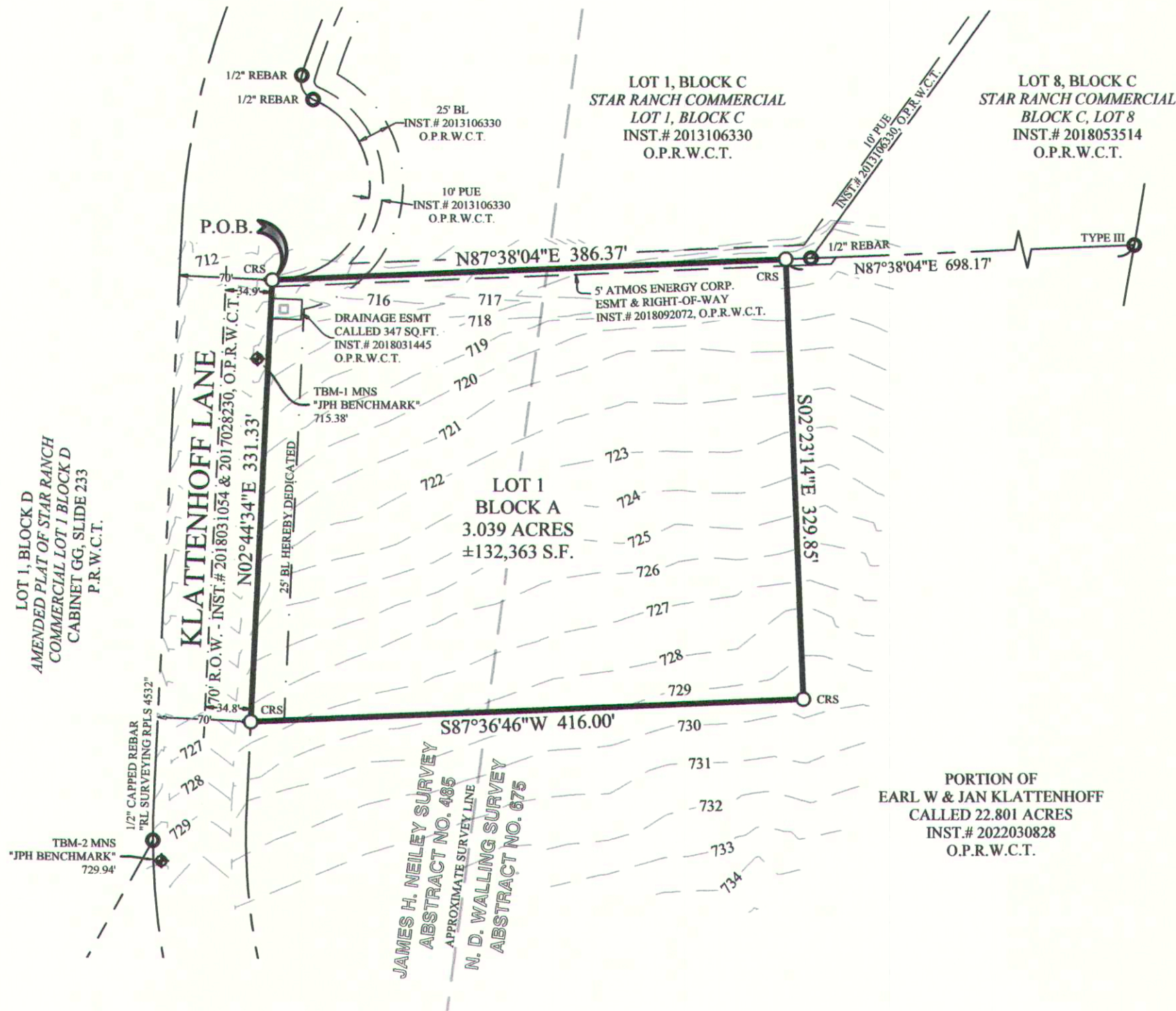




#### PLAT NOTES:

- No building, fencing, landscaping or structures are allowed within any drainage or wastewater easement unless expressly permitted by Williamson County.
- No lot in this subdivision is encroached by a Special Flood Hazard Area inundated by the 100-year (1% chance) flood as identified by the U.S. Federal Emergency Management Agency Flood Insurance Rate Map No. 48491C0515F, dated 2019/12/20, for Williamson County, Texas.
- This subdivision was exempt from providing storm-water management controls (detention) at the time of filing this plat based on Williamson County Subdivision Regulation B11.1.4. Prior to any development within this subdivision, storm-water management controls shall be designed, constructed and maintained by the owner in accordance with the applicable regulations in effect at the time of development. Contact the Williamson County Floodplain Administrator for review and approval of the proposed stormwater management controls prior to any development within this subdivision.
- 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.
- Maximum of 20% impervious cover per lot, otherwise stormwater management controls shall be designed, constructed and maintained by owner. If impervious cover is proposed to exceed maximum percentage allowed, contact Williamson County Floodplain Administration to review the stormwater management controls proposed on lot.
- The minimum FFE (Finished Floor Elevation) shall be at least one foot above the adjacent finished grade and BFE (Base Flood Elevation). Exceptions can be made at entrance and egress points, where necessary, to meet the Americans with Disabilities Act (ADA). Recreational vehicle parking pads must also be placed at least one foot above BFE.
- 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.
- 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. Rate Map, Community Panel No. 48491C0515F, effective date December 20, 2019 for Williamson County, Texas.
- This subdivision is subject to Storm-Water Management Controls as required by Williamson County Subdivision Regulations Section B11.1 and the Flood Damage Prevention Order, on new development that would evoke such controls beyond existing conditions.
- 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.
- It is the responsibility of the owner, not the county, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.
- All sidewalks shall be maintained by each of the adjacent property owners.
- Utility providers for this development are:

Water: Williamson County WSID 3  
Wastewater: Williamson County WSID 3  
Electric: Oncor Electric Delivery  
Gas: Atmos Energy



## MINOR PLAT OF KLATTENHOFF ADDITION

A SUBDIVISION OF 3.039 ACRES  
SITUATED IN THE  
JAMES H. NEILEY SURVEY, ABSTRACT NO. 485  
& N. D. WALLING SURVEY, ABSTRACT NO. 675

NUMBER OF LOTS: 1  
NUMBER OF BLOCKS: 1  
LOT TYPE: COMMERCIAL  
RIGHT-OF-WAY AREA: 0  
LINEAR FEET OF NEW STREETS: 0

PREPARED ON: AUGUST 25, 2022  
SUBMITTAL DATE: SEPTEMBER 7, 2022

**OWNER:**  
Williamson County Emergency Services District No. 3  
501 Exchange Blvd.  
Hutto, Texas 78634

**SURVEYOR:**  
JPH Land Surveying, Inc.  
1516 E. Palm Valley Blvd., Ste. A4  
Round Rock, Texas 78664  
(817) 431-4971

**ENGINEER:**  
Hagood Engineering Associates  
900 E. Main Street  
Round Rock, Texas 78664  
(512) 244-1546

#### LEGEND OF LINE TYPES

---	EASEMENT LINE
- - -	BUILDING SETBACK LINE
---	DEED/ADJOINER LINE
---	PLAT BOUNDARY LINE
---	SURVEY LINE
---	APPROXIMATE CENTERLINE OF PAVEMENT

#### MONUMENTS / DATUMS / BEARING BASIS

Monuments are found if not marked MNS or CRS.

- CRS ○ 1/2" rebar stamped "JPH Land Surveying" set  
MNS ○ Mag nail & washer stamped "JPH Land Surveying" set  
TBM ○ Site benchmark (see vicinity map for general location)  
Coordinate values, if shown, are US.SyFt./TxCS,'83,CZ  
Elevations, if shown, are NAVD'88 (Geoid 18)  
Bearings are based on the TxCS,'83,CZ  
Distances & areas shown are represented in surface values  
TYPE III ○ TxDOT Right of Way aluminum cap.

#### LEGEND OF ABBREVIATIONS

US.SyFt.	United States Survey Feet
TxCS,'83,CZ	Texas Coordinate System of 1983, Central Zone
NAVD'88	North American Vertical Datum of 1988
P.R.W.C.T.	Plat Records of Williamson County, Texas
O.P.R.W.C.T.	Official Public Records of Williamson County, Texas
D.R.W.C.T.	Deed Records of Williamson County, Texas
VOL/PAGE/INST#	Volume/Page/Instrument Number
POB/POC	Point of Beginning/Point of Commencing
ESMT/BL	Easement/Building Line

#### SURVEYOR'S NOTES:

- The first site benchmark (TBM-1) is a mag nail with metal washer stamped "JPH BENCHMARK" set in a concrete curb inlet in the east margin of Klattenhoff Lane, located approximately 60 feet southerly from the northwest corner of subject property. Benchmark Elevation = 715.38' (NAVD'88). See vicinity map for general location.
- The second site benchmark (TBM-2) is a mag nail with metal washer stamped "JPH BENCHMARK" set in a concrete sidewalk in the west margin of Klattenhoff Lane, located approximately 124 feet southwesterly from the southwest corner of subject property. Benchmark Elevation = 729.94' (NAVD'88). See vicinity map for general location.
- This property is subject to Easements recorded in Volume 581, Page 641, Volume 581, Page 746, and Volume 5919, Page 1855, D.R.W.C.T. These easements are blanket in nature and cannot be accurately plotted hereon.
- This property is subject to Easement and Development Agreement recorded under Instrument Number 2000015871, O.P.R.W.C.T. further affected by amendments under Instrument Numbers 2001072309, 2001072310, 2002036496, 2008092097, 2013115075, 2014062061, 2014095659 & 2017077314, O.P.R.W.C.T.



JPH Job/Drawing No. (see below)  
2022.311.001 - 149 Klattenhoff Ln., Hutto, Wilco, TX-PLAT.dwg  
© 2023 JPH Land Surveying, Inc. - All Rights Reserved  
1516 E. Palm Valley Blvd., Ste. A4, Round Rock, Texas 78664  
Telephone (817) 431-4971 www.jphlandsurveying.com  
TBPELS Firm #10019500  
DFW | Central Texas | West Texas | Houston



METES AND BOUNDS DESCRIPTION:

Being that certain 3.039 acre tract situated in the James H. Neiley Survey, Abstract No. 485, and the N. D. Walling Survey, Abstract No. 675, City of Hutto Extra-Territorial Jurisdiction, Williamson County, Texas, being that tract described as 3.039 acres in a Special Warranty Deed to Williamson County Emergency Services District No. 3, a political subdivision of the State of Texas (hereinafter referred to as ESD tract), recorded under Instrument Number 2022107352, of the Official Public Records of Williamson County, Texas; the subject tract is more particularly described as follows:

**BEGINNING** at a 1/2 inch capped rebar stamped "JPH Land Surveying" set in the east right-of-way line of Klattenhoff Lane (a 70-foot wide right-of-way as shown under Instrument Numbers 2018031054 and 2017028230, of said Official Public Records), at the common west corner of said ESD tract and Lot 1, Block C, STAR RANCH COMMERCIAL, LOT 1, BLOCK C, an addition to the City of Hutto Extra-Territorial Jurisdiction recorded under Instrument Number 2013106330, of said Official Public Records;

**THENCE** NORTH 87° 38' 04" EAST along the common line of said ESD tract and said Lot 1, a distance of 386.37 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the northeast corner of said ESD tract, from which an aluminum capped TXDOT Type III monument found at the northeast corner of the tract described as 22.801 acres in a Special Warranty Deed to Earl W. Klattenhoff and Jan K. Klattenhoff, Trustees of the EJK Family Trust (hereinafter referred to as Klattenhoff tract), recorded under Instrument Number 2022030828, of the Official Public Records of Williamson County, Texas bears NORTH 87° 38' 04" EAST, a distance of 698.17 feet;

**THENCE** through the interior of said Klattenhoff tract with the east and south lines of said ESD tract, the following bearings and distances:

1. SOUTH 02° 23' 14" EAST, a distance of 329.85 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set;
2. SOUTH 87° 36' 46" WEST, a distance of 416.00 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set in the common line of said Klattenhoff tract and the east right-of-way line of said Klattenhoff Lane, at the southwest corner of said ESD tract;

**THENCE** NORTH 02° 44' 34" EAST with the common line of said ESD tract and the east right-of-way line of said Klattenhoff Lane, a distance of 331.33 feet to the **POINT OF BEGINNING**, enclosing 3.039 acres (±132,363 square feet) of land.

SURVEYOR'S CERTIFICATION

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

That I, **Chris Henderson**, Registered Public Surveyor, No. 6831, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground. The field work was completed on August 18, 2021.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 22<sup>nd</sup> day of MAY, 20 23.

Chris Henderson  
Registered Professional  
Land Surveyor, No. 6831  
chris@jphls.com



MINOR PLAT  
OF  
KLATTENHOFF ADDITION

JPH Job/Drawing No. (see below)  
2022.311.001 - 149 Klattenhoff Ln., Hutto, Wilco, TX-PLAT.dwg  
© 2023 JPH Land Surveying, Inc. - All Rights Reserved  
1516 E. Palm Valley Blvd., Ste. A4, Round Rock, Texas 78664  
Telephone (817) 431-4971 www.jphlandsurveying.com  
TBPELS Firm #10019500  
DFW | Central Texas | West Texas | Houston

OWNER'S CERTIFICATION

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

I, Scott Kerwood, Chief of Williamson County Emergency Services District No. 3, sole owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2022107352 of the Official Public Records of Williamson County, Texas, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as **KLATTNHOFF ADDITION**.

Witness my hand at Williamson County, Texas, this 16 day of August, 20 23.

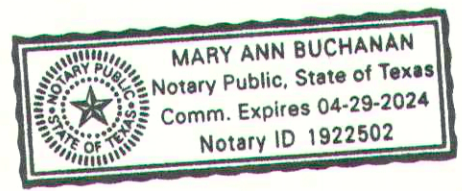
[Signature]  
Scott Kerwood, Chief  
Williamson County Emergency Services District No. 3  
501 Exchange Blvd.  
Hutto, Texas 76534

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

Before me, the undersigned authority, a Notary Public in and for said County and State on this day personally appeared Scott Kerwood, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purpose and considerations therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND and seal of office on this the 16 day of August, 20 23

[Signature]  
Notary Public in and for the State of Texas  
Mary Ann Buchanan  
Notary Public printed name

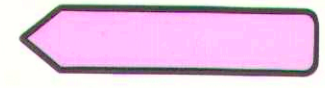


My commission expires on: 4-29-24

ROAD NAME AND 911 ADDRESSING APPROVAL

Road name and address assignments verified this the 23 day of August, 20 23 A.D.

[Signature]  
Williamson County Addressing Coordinator  
Cindy Bridges



ENGINEER'S CERTIFICATION

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

I, Terry R. Hagood, do hereby certify that the information contained on this plat complies with the subdivision regulations adopted by Williamson County, Texas.

[Signature]  
Terry Hagood  
Licensed Professional Engineer No. 52960  
State of Texas  
Date: \_\_\_\_\_



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

I, Bill Gravell, Jr., County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioners Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

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

\_\_\_\_\_  
Date

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

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 \_\_\_\_\_, 20\_\_\_\_, A.D. at \_\_\_\_ O'clock \_\_\_\_M., and duly recorded on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D. at \_\_\_\_ O'clock \_\_\_\_M, in the Plat Records of said County in Instrument Number \_\_\_\_\_.

To certify which, witness my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last written above.

Nancy Rister, Clerk, County Court  
of Williamson County, Texas

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



**Commissioners Court - Regular Session****38.****Meeting Date:** 08/29/2023

Preliminary plat for the Eight Point Ranch private subdivision – Pct 4

**Submitted For:** Robert Daigh**Submitted By:** Adam Boatright, Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the Eight Point Ranch private subdivision – Precinct 4.

**Background**

This proposed private subdivision consists of 103 single family lots, 4 drainage/open space lots and 12,883 feet of new private roads on 142.9 acres.

**Timeline**

2023-01-30 – initial submittal of the preliminary plat

2023-03-01 – 1st review complete with comments

2023-04-21 – 2nd submittal of preliminary plat

2023-05-03 – 2nd review complete with comments

2023-06-23 – 3rd submittal of preliminary plat

2023-07-07 – 3rd review complete with comments

2023-07-14 – 4th submittal of preliminary plat

2023-07-28 – 4th review complete with comments

2023-08-07 – 5th submittal of preliminary plat

2023-08-21 – 5th review complete with minor comments

2023-08-23 – 6th submittal of preliminary plat

2023-08-23 – 6th review complete with comments clear

2023-08-24 – preliminary plat placed on the August 29, 2023 Commissioners Court agenda for consideration

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**Fiscal Impact**

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

preliminary plat - Eight Point Ranch

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

**Date**

08/24/2023 12:05 PM

Started On: 08/24/2023 11:39 AM



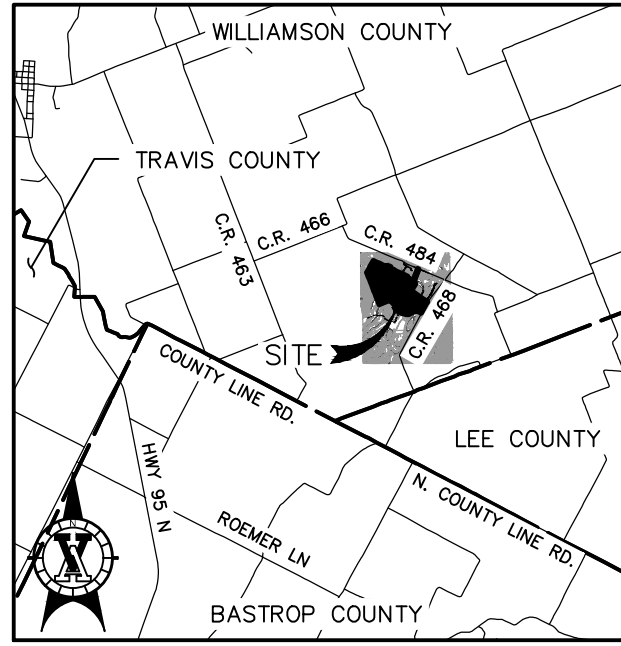
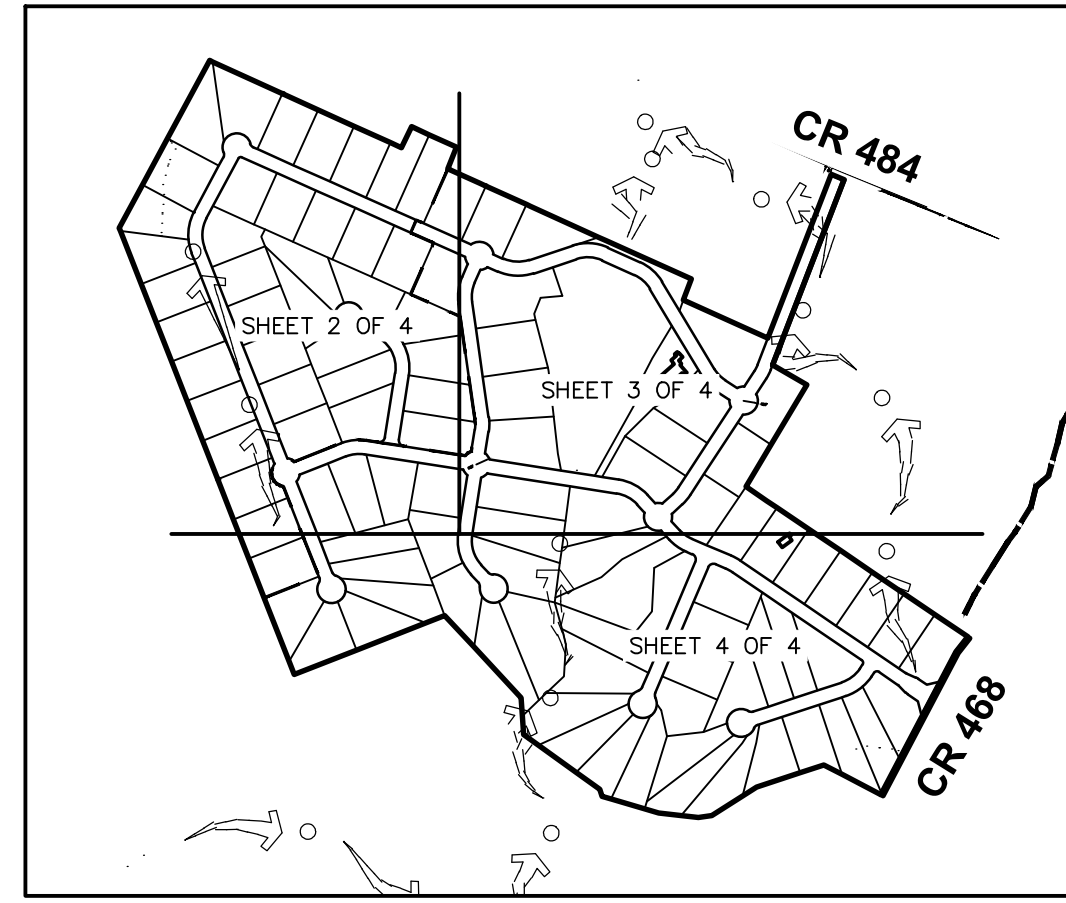
FLOOD ZONE CLASSIFICATION:  
SUBJECT PROPERTY APPEARS TO BE SITUATED WITHIN THE FLOOD ZONE AREA "X" (AREAS DETERMINED TO BE OUTSIDE THE 1.2% ANNUAL CHANCE FLOODPLAIN) AS INDICATED ON THE FOLLOWING FLOOD INSURANCE RATE MAP: 4849100725F, EFFECTIVE DATE: DECEMBER 20, 2019, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR WILLIAMSON COUNTY, TEXAS. (SURVEYOR DOES NOT GUARANTEE OR WARRANT THE ACCURACY OR CORRECTNESS OF THE F.E.M.A. MAPS.)

DRAINAGE NOTES:  
1. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ASSUMED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM MAINTENANCE. RESPONSIBILITY FOR DRAINAGE WILL REMAIN WITH THE OWNER.  
2. NO LOT IN THIS SUBDIVISION IS ENCLOSED BY A SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP 4849100725F COMMUNITY PANEL NO. 725 OF 750, EFFECTIVE DATE, DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

900 LOTS:  
1. LOTS 900-901 SHALL BE OPEN SPACE AND COMMON AREA LOTS  
2. LOTS 902-903 SHALL BE DRAINAGE EASEMENT, OPEN SPACE, AND COMMON AREA LOTS

SURVEYOR'S NOTES:  
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJ.) EPOCH 2010.00. VALUES WERE DERIVED UTILIZING THE ALTIMERA REAL TIME NETWORK. COORDINATES ARE DISPLAYED IN GRID VALUES.  
2. DISTANCES ARE U.S. SURVEY FEET, AND WERE DERIVED USING A SITE SPECIFIC SCALE FACTOR FROM A POINT OF ORIGIN (N. 10131152.628, E. 3245923.663). SURFACE ADJUSTMENT FACTOR: 1.00009  
3. ELEVATION DATA IS SHOWN HEREIN ACCORDING TO THE MOST CURRENT GDS DATA PROVIDED BY TNRIS (TEXAS NATURAL RESOURCES INFORMATION SYSTEM) AT THE TIME OF THIS SURVEY.  
4. THERE ARE A TOTAL OF 107 PLATTED LOTS, INCLUDING 103 RESIDENTIAL LOTS AND 4 900 LOTS.  
5. EXISTING WATER LINES ARE SHOWN ACCORDING TO A MAP PROVIDED BY MANVILLE WATER SUPPLY CORPORATION, "SYSTEM MAPS 2016", SHEET 105 OF 129 SHEETS, PREPARED BY J.F. FONTAINE & ASSOCIATES, INC.

BENCHMARKS				
Point #	Northing	Easting	Elevation	Description
1	10129124.53	3246854.31	603.89	SET IRON ROD W/ORANGE PLASTIC CAP STAMPED "VICKREY CONTROL"
2	10130216.38	3247472.94	611.41	SET IRON ROD W/ORANGE PLASTIC CAP STAMPED "VICKREY CONTROL"
BENCHMARKS				
Point #	Northing	Easting	Elevation	Description
3	10132105.81	3246839.24	584.04	SET IRON ROD W/ORANGE PLASTIC CAP STAMPED "VICKREY CONTROL"
BENCHMARKS				
Point #	Northing	Easting	Elevation	Description
4	10131843.38	3243781.69	587.38	SET IRON ROD W/ORANGE PLASTIC CAP STAMPED "VICKREY CONTROL"
BENCHMARKS				
Point #	Northing	Easting	Elevation	Description
5	10129988.98	3244513.07	620.94	SET IRON ROD W/ORANGE PLASTIC CAP STAMPED "VICKREY CONTROL"

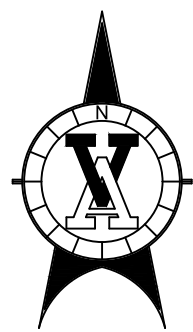


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING
C1	43.97	210.00	11°59'51"	22.07	N27°07'11"E 43.89
C2	125.66	60.00	120°00'00"	103.92	N33°07'07"E 103.92
C3	52.59	210.00	14°20'53"	26.43	N40°17'33"E 52.45
C4	31.42	60.00	30°00'00"	16.08	N22°59'50"E 31.06
C5	64.25	150.00	24°32'24"	32.62	S54°48'13"E 63.76
C6	45.49	230.00	11°19'54"	22.82	N61°24'28"W 45.41
C7	2.98	15.00	11°18'36"	1.49	S61°23'49"E 2.96
C8	11.84	60.00	11°18'36"	5.94	N61°23'49"W 11.82
C9	11.84	60.00	11°18'36"	5.94	S50°05'13"E 11.82
C10	2.98	15.00	11°18'36"	1.49	N50°05'13"W 2.96
C11	23.56	15.00	90°00'00"	15.00	S79°15'29"W 21.21
C12	137.65	210.00	37°33'24"	71.40	N53°02'11"E 135.20
C13	21.68	25.00	49°40'47"	11.57	S46°58'30"W 21.00
C14	292.54	60.00	279°21'34"	-50.92	S181°10'07"E 77.65
C15	21.68	25.00	49°40'47"	11.57	S83°20'43"E 21.00
C16	98.32	150.00	37°33'24"	51.00	N53°02'11"E 96.57
C17	23.56	15.00	90°00'00"	15.00	N10°44'31"W 21.21
C18	33.62	170.00	11°19'54"	16.87	N61°24'28"W 33.57
C19	39.27	25.00	90°00'00"	25.00	S67°55'35"W 35.36
C20	21.68	25.00	49°40'47"	11.57	S15°44'49"E 21.00
C21	292.54	60.00	279°21'34"	-50.92	S67°04'25"E 77.65
C22	21.68	25.00	49°40'47"	11.57	N47°45'59"E 21.00
C23	39.27	25.00	90°00'00"	25.00	N22°04'25"W 35.36
C24	89.94	210.00	24°32'24"	45.67	S54°48'13"E 89.26
C25	125.66	60.00	120°00'00"	103.92	S42°32'01"E 103.92
C26	101.14	150.00	38°37'57"	52.58	N61°50'59"W 99.23
C27	31.42	60.00	30°00'00"	16.08	N53°50'02"E 31.06
C28	135.27	150.00	51°40'12"	72.63	S17°00'04"E 130.73
C29	21.68	25.00	49°40'47"	11.57	S67°04'33"E 21.00
C30	292.54	60.00	279°21'34"	-50.92	N47°09'51"E 77.65
C31	21.68	25.00	49°40'47"	11.57	N17°59'48"W 21.00
C32	189.38	210.00	51°40'12"	101.68	S17°00'04"E 183.03
C33	31.42	60.00	30°00'00"	16.08	S36°09'58"E 31.06
C34	79.52	150.00	30°22'24"	40.72	S83°38'50"W 78.59
C35	31.48	60.00	30°03'52"	16.11	N23°29'34"E 31.12
C36	21.68	25.00	49°40'47"	11.57	S46°18'53"E 21.00
C37	292.54	60.00	279°21'34"	-50.92	N68°31'31"E 77.65
C38	21.68	25.00	49°40'47"	11.57	N37°15'47"E 21.00
C39	125.66	60.00	120°00'00"	103.92	S21°28'29"E 103.92
C40	180.11	210.00	49°08'26"	96.01	S30°54'47"W 174.64
C41	21.68	25.00	49°40'47"	11.57	N31°6'35"E 21.00
C42	194.00	60.00	185°15'35"	-1306.31	S71°05'58"W 119.87
C43	21.68	25.00	49°40'47"	11.57	S41°06'38"E 21.00
C44	125.66	60.00	120°00'00"	103.92	N65°57'02"W 103.92
C45	111.10	150.00	42°26'16"	58.24	S87°10'10"E 108.58
C46	156.35	210.00	42°39'32"	82.00	N87°03'32"W 152.77
C47	127.25	210.00	34°43'07"	65.65	N48°22'12"W 125.31
C48	67.73	150.00	25°52'15"	34.45	S43°56'46"E 67.16
C49	31.42	60.00	30°00'00"	16.08	S78°07'07"W 31.06
C50	31.41	150.00	11°59'51"	15.76	N27°07'11"E 31.35
C51	33.71	60.00	32°11'36"	17.31	S20°57'02"E 33.27
C52	117.23	209.00	32°08'16"	60.20	S75°58'50"W 115.70
C53	44.60	151.00	16°55'20"	22.46	N02°22'22"E 44.44
C54	32.56	60.00	31°05'48"	16.69	S54°22'56"W 32.17
C55	39.27	25.00	90°00'00"	25.00	S36°09'58"E 35.36
C56	274.10	210.00	74°47'04"	160.51	N28°33'30"W 255.05
C57	21.68	25.00	49°40'47"	11.57	S41°06'38"E 21.00
C58	292.54	60.00	279°21'34"	-50.92	S24°02'58"W 77.65
C59	21.68	25.00	49°40'47"	11.57	S89°12'35"W 21.00
C60	195.79	150.00	74°47'04"	114.65	N28°33'30"W 182.18
C61	39.27	25.00	90°00'00"	25.00	N53°50'02"E 35.36
C62	111.32	210.00	30°22'24"	57.00	S83°38'50"W 110.03
C63	32.50	60.00	31°01'56"	16.66	N67°03'20"W 32.10
C64	130.78	151.00	49°37'27"	69.81	S37°04'14"W 126.73
C65	15.74	10.50	89°54'00"	9.77	S71°05'58"W 14.31
C66	31.42	60.00	30°00'00"	16.08	N69°02'58"E 31.06
C67	155.54	210.00	42°26'16"	81.53	S87°10'10"E 152.01
C68	111.68	150.00	42°39'32"	58.57	N87°03'32"W 109.12
C69	90.89	150.00	34°43'07"	46.89	N48°22'12"W 89.51
C70	94.82	210.00	25°52'15"	48.23	S43°56'46"E 94.02
C71	31.42	60.00	30°00'00"	16.08	S11°52'43"E 31.06
C72	37.56	150.00	14°20'53"	18.88	N40°17'33"E 37.46
C73	31.42	60.00	30°00'00"	16.08	N87°32'01"W 31.06
C74	141.60	210.00	38°37'57"	73.61	N61°50'59"W 138.93
C75	31.42	60.00	30°00'00"	16.08	N36°09'58"W 31.06

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING
C76	82.02	210.00	16°55'20"	31.24	N02°22'22"E 61.80
C77	84.14	150.00	32°08'16"	43.21	S75°58'50"W 83.04
C78	144.75	60.00	138°13'20"	157.22	N85°22'55"W 112.11
C79	49.26	60.00	47°02'14"	28.11	S15°59'18"W 47.89
C80	119.63	210.00	32°38'18"	61.48	S11°20'48"W 118.01
C81	60.48	210.00	16°30'08"	30.45	S13°13'25"E 60.27
C82	91.20	60.00	87°05'35"	57.03	S15°20'30"E 82.67
C83	60.15	60.00	57°26'13"	32.87	S87°36'24"E 57.66
C84	60.00	60.00	57°17'45"	32.78	N35°01'38"E 57.53
C85	60.00	60.00	57°17'45"	32.78	N22°16'07"W 57.53
C86	21.19	60.00	20°14'17"	10.71	N61°02'08"W 21.08
C87	128.77	210.00	35°07'59"	66.48	S8°43'57"E 126.76
C88	60.61	210.00	16°32'12"	30.52	S34°34'03"E 60.40
C89	43.73	60.00	41°45'36"	22.89	S14°02'10"E 42.77
C90	80.87	60.00	77°31'16"	47.92	S73°31'36"E 74.88
C91	57.94	60.00	55°19'40"	31.45	N40°11'58"E 55.71
C92	110.01	60.00	105°03'02"	78.27	N39°59'35"W 95.23
C93	62.83	60.00	60°00'00"	34.64	S12°32'01"E 60.00
C94	62.83	60.00	60°00'00"	34.64	S72°32'01"E 60.00
C95	80.39	210.00	21°55'58"	40.69	S57°29'59"E 79.90
C96	9.56	210.00	236°27"	4.78	S65°46'12"E 9.56
C97	25.40	60.00	24°15'30"	12.89	S60°28'37"W 25.21
C98	50.00	60.00	47°44'47"	26.55	S24°28'28"W 48.57
C99	50.00	60.00	47°44'47"	26.55	S23°16'19"E 48.57
C100	80.00	60.00	78°23'40"	47.21	S85°20'32"E 74.20
C101	60.00	60.00	57°17'45"	32.78	N27°48'45"E 57.53
C102	27.14	60.00	25°55'05"	13.81	N13°47'40"W 28.91
C103	128.53	60.00	122°44'05"	109.90	S60°07'38"W 105.33
C104	60.00	60.00	57°17'45"	32.78	S29°53'17"E 57.53
C105	60.00	60.00	57°17'45"	32.78	S87°11'04"E 57.53
C106	44.02	60.00	42°01'56"	23.05	N43°09'04"E 43.04
C107	81.90	210.00	22°20'44"	41.48	N60°38'31"E 81.38
C108	55.75	210.00	15°12'40"	28.04	N41°51'49"E 55.59
C109	11.86	151.00	43°0'08"	5.93	N55°01'57"W 11.86
C110	32.73	151.00	12°25'14"	16.43	N23°27'55"E 32.67
C111	137.05	210.00	37°23'32"	71.07	N8°51'44"W 134.63
C112	100.00	210.00	27°17'01"	50.97	N45°12'00"W 99.06
C113	37.05	210.00	10°06'31"	18.57	N60°53'48"W 37.00
C114	97.61	60.00	93°12'52"	63.46	N62°52'40"W 87.20
C115	60.00	60.00	57°17'45"	32.78	S41°52'01"E 57.53
C116	60.00	60.00	57°17'45"	32.78	S15°25'44"E 57.53
C117	74.93	60.00	71°33'13"	43.24	S79°51'12"E 70.16
C118	91.15	150.00	34°49'03"	47.03	N48°32'30"W 89.76
C119	104.63	150.00	39°58'01"	54.55	N11°08'58"W 102.52
C120	104.68	210.00	28°33'42"	53.45	S84°33'11"W 103.60
C121	6.64	210.00	148°42"	3.32	S69°21'59"W 6.64
C122	37.69	180.00	11°59'51"	18.91	N27°07'11"E 37.62
C123	45.08	180.00	14°20'53"	22.66	N40°17'33"E 44.96
C124	81.28	180.00	25°52'15"	41.34	S43°56'46"E 80.59
C125	106.07	180.00	34°43'07"	56.27	N48°22'12"W 107.41
C126	134.02	180.00	42°39'32"	70.29	N87°03'32"W 130.94
C127	133.32	180.00	42°26'16"	69.89	S87°10'10"E 130.30
C128	155.90	180.00	49°37'27"	83.22	S32°01'44"W 151.07
C129	95.42	180.00	30°22'24"	48.86	S83°38'50"W 94.31
C130	121.37	180.00	38°37'57"	63.09	N61°50'59"W 119.08
C131	77.10	180.00	24°32'24"	39.15	N54°48'13"W 76.51
C132	39.55	200.00	11°19'54"	19.84	N61°24'28"W 39.49
C133	117.99	180.00	37°33'24"	61.20	S53°02'11"W 115.89
C134	162.33	180.00	51°40'12"	87.15	N17°00'04"W 156.88
C135	53.16	180.00	16°55'20"	26.78	S02°22'22"W 52.97
C136	100.96	180.00	32°08'16"	51.85	S75°58'50"W 99.65
C137	234.94	180.00	74°47'04"	137.58	S28°33'30"E 216.82



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**VICKREY & ASSOCIATES, LLC.**  
CONSULTING ENGINEERS  
12940 Country Parkway San Antonio, Texas 78216  
Telephone: (210)348-3271  
Firm Registration No.: F-159  
TBPELS Firm Registration No.: 10004100

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# LEGEND

- STREET CENTERLINES
- MAJOR CONTOURS
- MINOR CONTOURS
- BUILDING SETBACK OR EASEMENT
- EXISTING WATER SUPPLY
- PROPOSED WATER SUPPLY
- PROPOSED 100 YEAR FLOOD LIMITS
- PROPOSED PHASE BOUNDARY
- WIRE FENCE
- STORM PIPE
- R.O.W. RIGHT-OF-WAY
- SQ.FT. SQUARE FEET
- D.P.R.W.C.T. DEED AND PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, TEXAS
- DOC. NO. DOCUMENT NUMBER
- VOL. VOLUME
- P.G. PAGE
- C.R. COUNTY ROAD
- N.T.S. NOT TO SCALE



SEE SHEET 4 OF 4

SEE SHEET 3 OF 4

## 8 POINT RANCH A PRIVATE SUBDIVISION OVERALL PRELIMINARY PLAT

BY: VICKREY & ASSOCIATES, LLC.  
DATE: 08/07/2023  
SCALE  
1" = 100'  
0 10 20 30  
SHEET 2 OF 4

PROJ. NO. 3070-001

DATE: 08/07/2023

SCALE

1" = 100'

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SHEET 2 OF 4

DATE

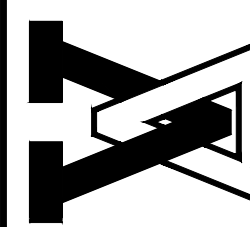
NO.

DESCRIPTION

REVISIONS

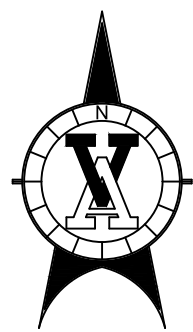
## VICKREY & ASSOCIATES, LLC. CONSULTING ENGINEERS

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12940 Country Parkway San Antonio, TX 78216  
Telephone: (210) 348-3271  
Firm Registration No.: F-159





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Telephone: (210)349-3271  
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SEE SHEET 2 OF 4



SEE SHEET 4 OF 4

- LEGEND
- STREET CENTERLINES
  - MAJOR CONTOURS
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  - D.P.R.W.C.T. DEED AND PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
  - O.P.R.W.C.T. OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, TEXAS
  - DOC. NO. DOCUMENT NUMBER
  - VOL. VOLUME
  - Pg. PAGE
  - C.R. COUNTY ROAD
  - N.T.S. NOT TO SCALE

**8 POINT RANCH**  
A PRIVATE SUBDIVISION  
OVERALL PRELIMINARY PLAT

PROJ. NO. 3070-001

DATE: 08/07/2023

SCALE

1" = 100'

0 10 20 30

SHEET 3 OF 4

DATE NO. DESCRIPTION

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DATE NO. DESCRIPTION



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SEE SHEET 2 OF 4

SEE SHEET 3 OF 4

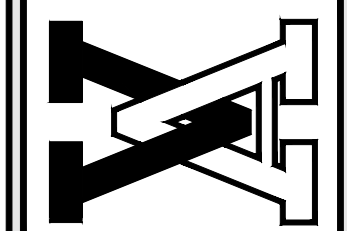


- LEGEND
- STREET CENTERLINES
  - MAJOR CONTOURS
  - MINOR CONTOURS
  - BUILDING SETBACK OR EASEMENT
  - EXISTING WATER SUPPLY
  - PROPOSED WATER SUPPLY
  - PROPOSED 100-YEAR FLOOD LIMITS
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  - DOC. NO. DOCUMENT NUMBER
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  - PAGE PAGE
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Firm Registration No: F-159



**8 POINT RANCH**  
A PRIVATE SUBDIVISION  
OVERALL PRELIMINARY PLAT  
SINCE THE DATE OF THE PRELIMINARY PLAT, THE PLAT HAS BEEN RECORDED IN THE PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROJ. NO. 3070-001  
DATE: 08/07/2023  
SCALE  
1" = 100'  
0 10 20 30  
SHEET 4 OF 4

**Commissioners Court - Regular Session****39.****Meeting Date:** 08/29/2023

Consider approving a resolution to honor Alma Russell's retirement after 38 years of service to Williamson County.

**Submitted For:** Larry Gaddes**Submitted By:** Maritza Aragon, County Tax Assessor Collector**Department:** County Tax Assessor Collector**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Consider and take action approving a resolution to honor Alma Russell's retirement after 38 years of service to the citizens of Williamson County.

**Background**

Alma Russell has served the citizens of Williamson County for over 38 years as the leader of the Motor Vehicle Division of the Tax Assessor/Collector's office.

---

**Fiscal Impact**

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

**Attachments**

Resolution for Alma Russell

---

**Form Review****Inbox**

Tax Assessor (Originator)

County Judge Exec Asst.

Form Started By: Maritza Aragon

Final Approval Date: 08/24/2023

**Reviewed By**

Larry Gaddes

Becky Pruitt

**Date**

08/24/2023 11:10 AM

08/24/2023 11:59 AM

Started On: 08/24/2023 09:38 AM

# State of Texas

## County of Williamson

### *Know All Men By These Presents:*

*That on this, the 29<sup>th</sup> day of August, 2023, the Commissioner's Court of Williamson County, Texas, met in a duly called session at the Courthouse in Georgetown, Texas, and at said meeting, among other business, the Court considered the following*

### **RESOLUTION**

- Whereas, Alma Russell has been employed by Williamson County since 1984; and*
- Whereas, Alma Russell has faithfully served the citizens of Williamson County with three Tax Assessor-Collectors; and*
- Whereas, During her tenure, Alma Russell has provided leadership as the Senior Director of the Motor Vehicle Division of the Williamson County Tax Assessor-Collector; and*
- Whereas, Alma Russell has established herself throughout the State of Texas as a subject matter expert in her field, as a leader of change and innovation, and as an authority among her peers; and*
- Whereas, Alma Russell has served as a humble leader and mentor, has served with the highest ethical standards, and has served as a steward of one of the most respected offices in the State; and*
- Whereas, Alma Russell officially retires from Williamson County on August 31, 2023*

*Now therefore, be it resolved on this the 29<sup>th</sup> day of August, 2023, that the Williamson County Commissioner's Court herein extends sincere appreciation to Alma Russell for her thirty-eight years of dedicated service to the employees and citizens of Williamson County.*

---

*Bill Gravell, Jr, County Judge*

---

*Ferry Cook, Commissioner Pct. One*

---

*Cynthia Long, Commissioner Pct. Two*

---

*Valerie Covey, Commissioner Pct. Three*

---

*Russ Boles, Commissioner Pct. Four*

**Commissioners Court - Regular Session****40.****Meeting Date:** 08/29/2023

Aubury Holmes Departing Williamson County

**Submitted By:** Michael Shoe, Emergency Management**Department:** Emergency Management**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss and consider recognizing Aubury Holmes for almost 16 years of public service.

**Background**

After almost 16 years, innumerable incidents, activations, and responses, Aubury is transistioning to the Emergency Management Coordinator for the City of Leander.

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Michael Shoe

Final Approval Date: 08/16/2023

**Reviewed By**

Becky Pruitt

**Date**

08/16/2023 11:15 AM

Started On: 08/15/2023 03:31 PM

**Commissioners Court - Regular Session****41.****Meeting Date:** 08/29/2023

Consultant Presentation

**Submitted By:** Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on hearing a presentation on the Williamson County EMS Agency Evaluation performed by AP Triton.

**Background**

AP Triton performed an EMS system evaluation of Williamson County EMS by subject-matter experts using industry best practices and relevant national standards. The goal is to ensure that Williamson County EMS is performing in the most efficient and effective manner and to develop strategies for future growth.

---

**Fiscal Impact**

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

**Attachments**

WCEMS Presentation

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 07/10/2023

**Reviewed By**

Becky Pruitt

**Date**

07/10/2023 02:33 PM

Started On: 07/10/2023 01:38 PM





# Emergency Medical Services

## Agency Evaluation

**Rich Buchanan**

Senior Project Manager



AP TRITON

VISION • INNOVATION • SOLUTIONS

# Project Initiation

---

## Conduct a Comprehensive Agency Evaluation

- Center for Public Safety Excellence (CPSE)
- National Fire Protection Association (NFPA)
- Nationally recognized guidelines and generally accepted industry best practices.
- Balancing resources with opportunities specific to Williamson County

# Project Initiation

Project Kick-Off

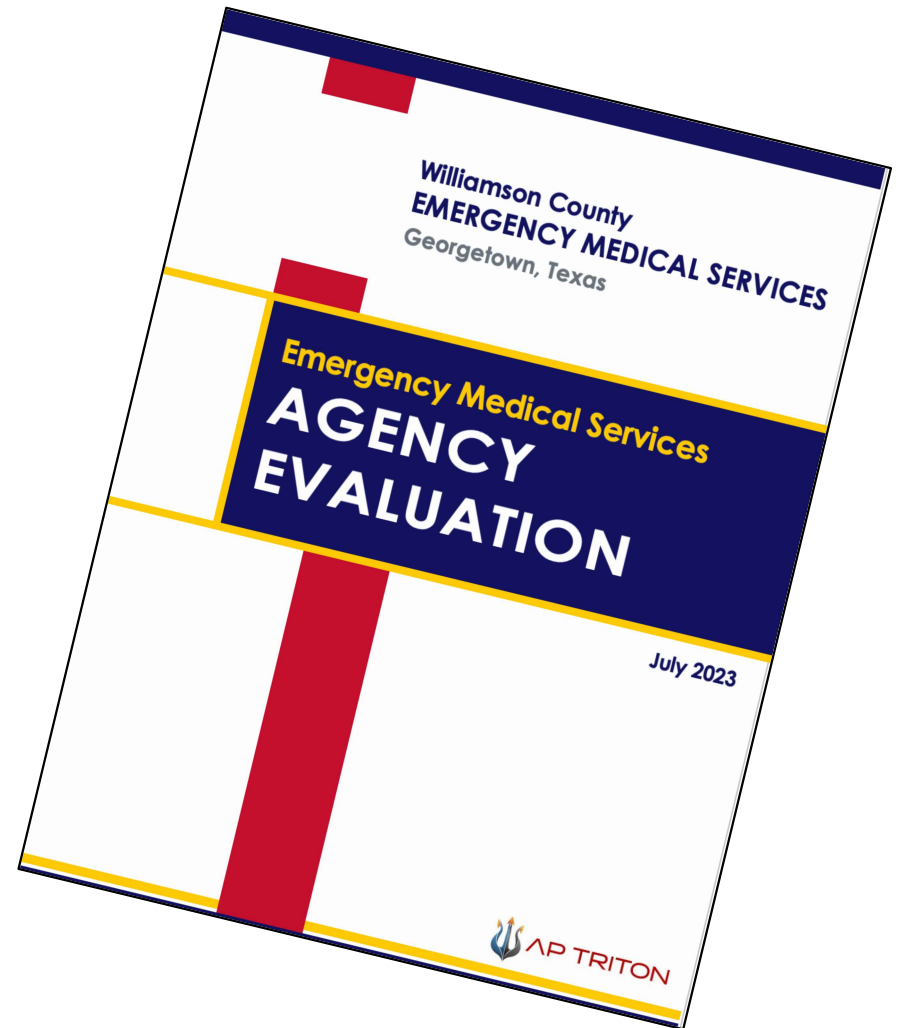
March 16, 2023

Site-Visit

June 6,7,8 2023

Project Completion

August 10, 2023

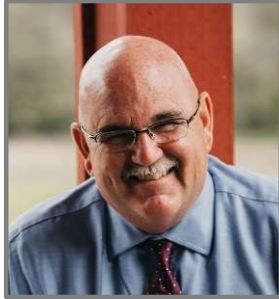


# Project Initiation

## ■ Project Team



Rich Buchanan  
Colorado



Bill Boyd  
Arizona



Chris Coats  
California



John Stouffer  
Washington



Eric Schmidt  
Florida



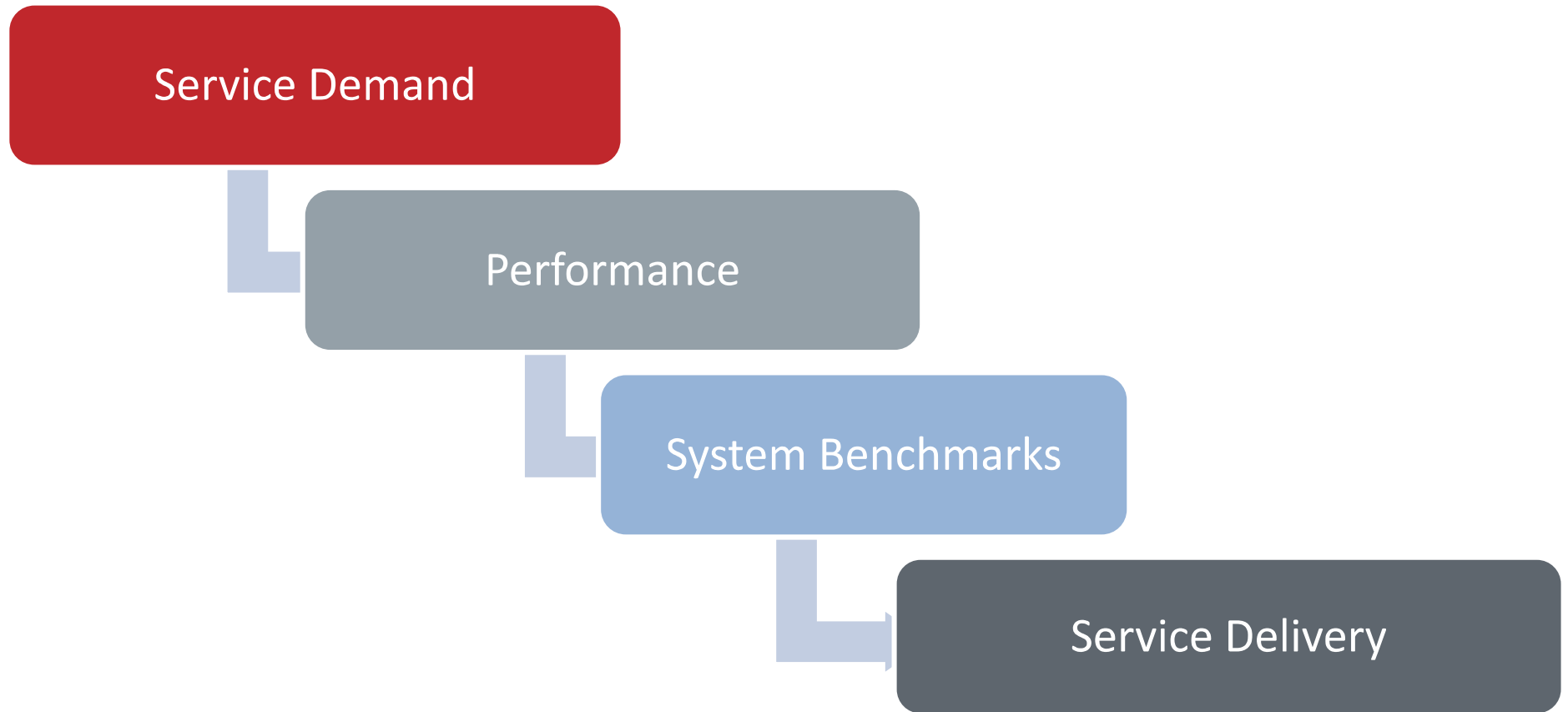
Randy Parr  
Texas



Kurt Latipow  
Nevada

# Overview

---



# Analysis Included:

---

- Williamson County EMS
  - Review Background Information
  - Local Census and Demographic Information
  - Financial Information
  - SOG's
  - RMS Data and incident records
  - GIS Data
- On site meetings with key staff, paramedics, EMTs, firefighters and elected/appointed officials



# SERVICE DEMAND

# Service Demand

Figure 58: Incident Breakdown (2018–2022)

CAD Type Group	Count	% Total Responses
Medical	112,517	79.12%
Accident	14,553	10.23%
Transfer	4,225	2.97%
Assist	4,022	2.83%
LE Medical Assist	3,357	2.36%
Fire	2,283	1.61%
Administrative	650	0.46%
Stand By	307	0.22%
HazMat	181	0.13%
Rescue	101	0.07%
Aircraft	11	0.01%
<b>Total</b>	<b>142,207</b>	

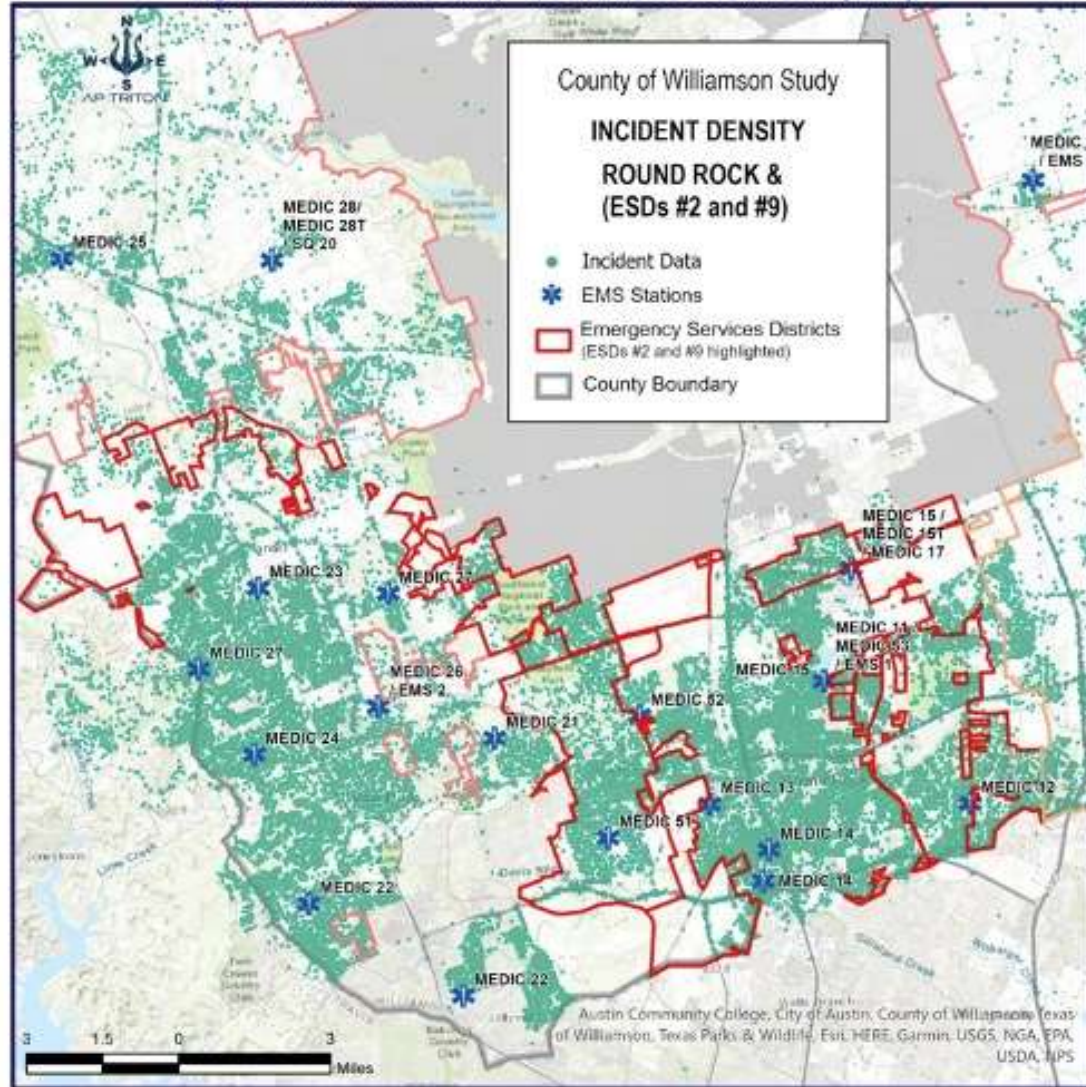


# Service Demand

Location	Location Type	Incidents
2701 N. Mays Street	Police Dept.	241
3001 Kalahari Blvd.	Resort	200
911 Tracy Chambers Lane	Police Dept.	199
2700 Sunrise Road	Senior Living/Care	180
2701 S. IH 35	Shopping Center	179
1700 E. Palm Valley Blvd.	Shopping Center	159
1401 Medical Pkwy.	Medical Center	137
1201-100 N. Lakeline Blvd.	Medical Center	132
651 N. US 183	Shopping Center	130
123-140 Ed Schmidt Blvd.	Shoping Center	129

**(All Calls 2022)**

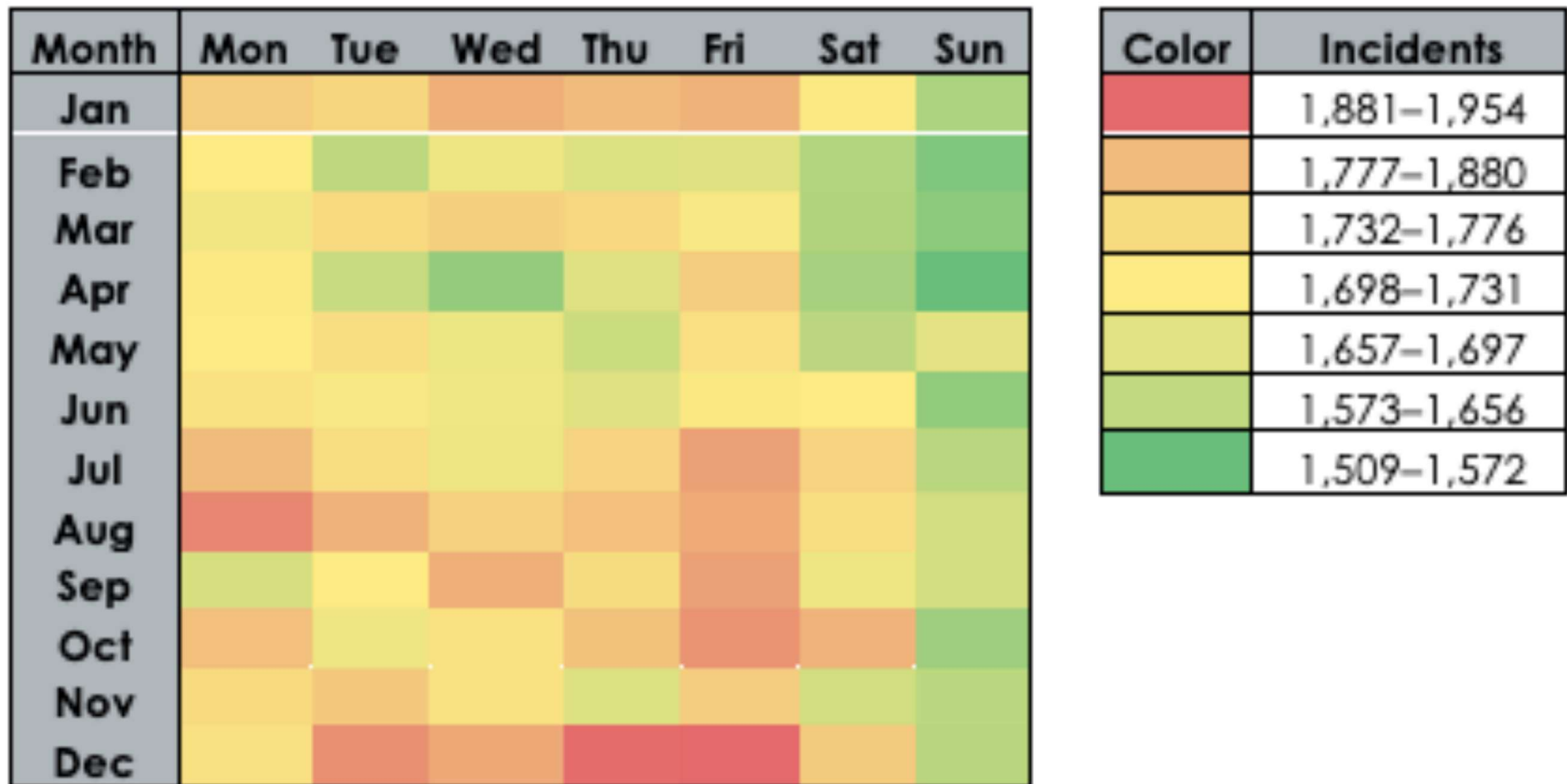
**Figure 65: Incident Density—Round Rock ESDs #2 & #9 (2022)**



# Service Demand

## (All Calls 2018-2022)

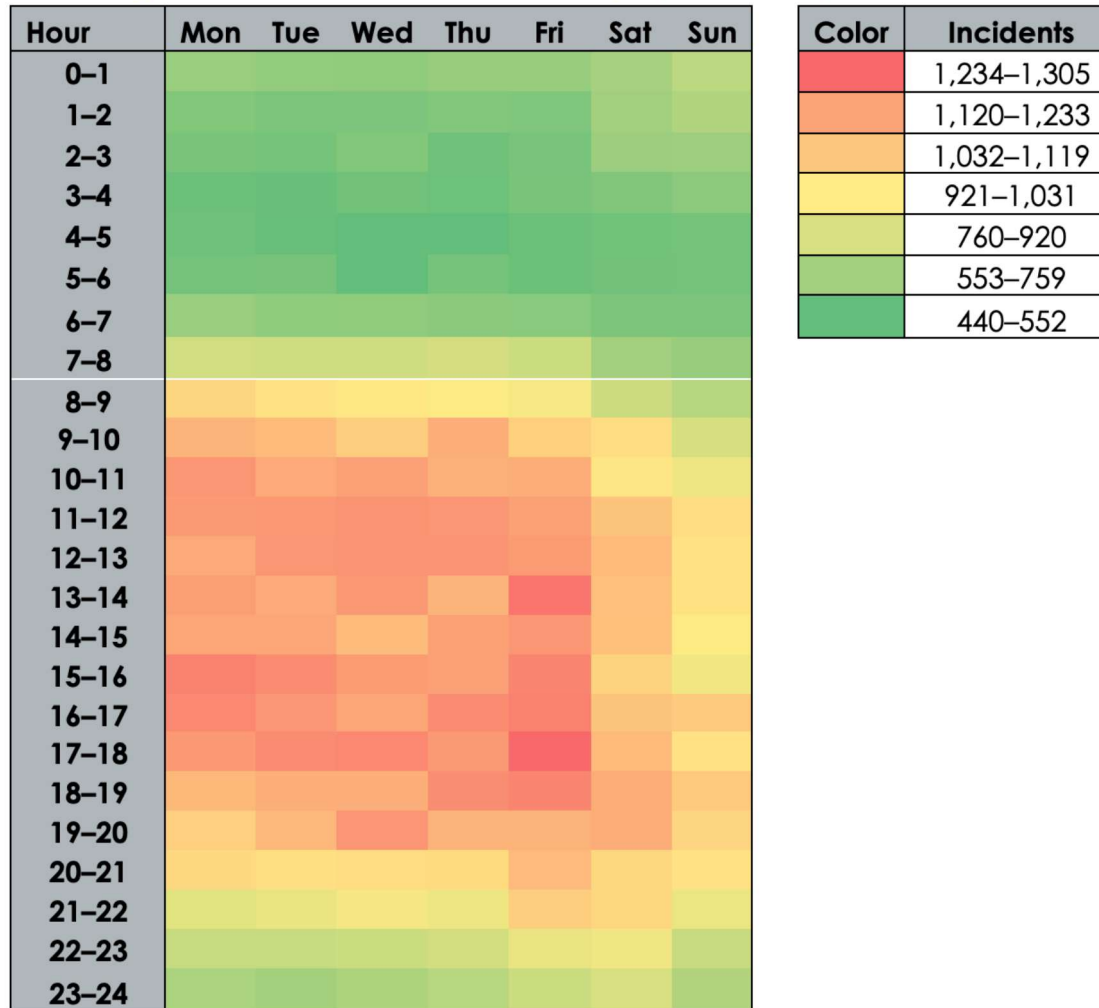
Figure 60: Service Demand by Month Heat Map



# Service Demand

## (All Calls 2018-2022)

Figure 63: Service Demand Heat Map by Time & Day of the Week



# Service Demand

## (All Calls 2018-2022)

Figure 7: WCEMS EMS Service Demand (2018–2022)





# RESPONSE PERFORMANCE



# Performance Standards

---



Response  
Time



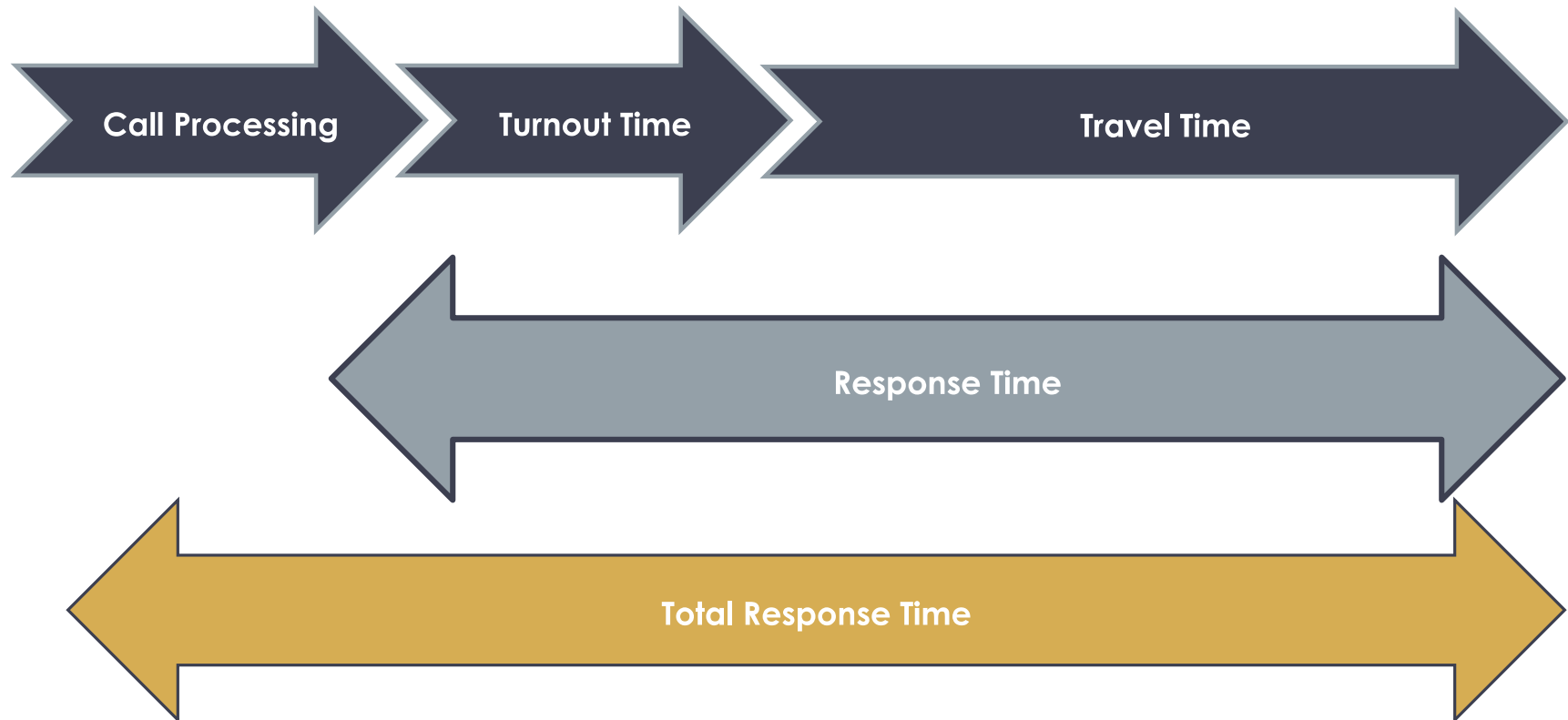
Staffing



Equipment

# Total Response Time Performance

Figure 70: Response Time Continuum





# Summary of Performance Goals

Figure 79: Summary of Performance Goals

Incident Interval	Performance Goal
911 call answer (time from the first ring to answer).	Within 15 seconds, 90% of the time Within 20 seconds, 95% of the time
Call process time (time from acceptance at the dispatch center until notification of response units).	Within 60 seconds, 90% of the time, for high acuity incidents Incidents requiring EMD or special assistance, 90 seconds, 90% of the <u>time</u> All incidents, 120 seconds 99% of the time
Turnout time (time from notification of response personnel until the initiation of movement towards the incident).	Within 60 seconds, 90% of the time (EMS) Within 80 Seconds, 90% of the time (Fire)
First unit travel time (time from initiation of response until the arrival of the first unit at the incident).	Within 4 minutes, 90% of the time
First unit response time (time from dispatch until the arrival of the first unit at the incident).	Within 5 minutes, 90% of the time (EMS) Within 5 minutes, 20 seconds, 90% of the time (Fire)

# WCEMS Total Response Time Performance

Figure 80 WCEMS Response Performance 90<sup>th</sup> Percentile (2018–2022)

Call Processing	Turnout Time	Travel Time	Total Response Time
3:35	2:32	12:48	14:56

# Travel Time Performance (2018-2022)

Figure 88: WCEMS Travel Time Analysis (2018–2022)

Response Area	Emergency	Non-Emergency
Cedar Park FD	10:20	13:35
Coupland/Thrall (ESD10)	22:57	23:43
Florence FD (ESD7)	20:49	22:37
Georgetown FD	25:54	33:53
Hutto FD	11:58	13:48
Jarrell FD	15:25	14:24
Jollyville VFD	14:03	16:55
Leander FD	12:12	16:00
Liberty Hill FD	17:33	18:30
Round Rock FD	10:58	12:44
Sam Bass FD	10:56	12:55
Taylor Area District	13:55	13:48
Weir VFD	19:03	21:09



# SERVICE DELIVERY

# Service Delivery



Staffing



Training



Capital / Facilities



Communication



# Staffing

Figure 38: WCEMS Historical Operations Staff Changes (2019–2023)

Changes	2019	2020	2021	2022	2023	Totals
Turnover Rate	3%	8%	17%	17%	7%	
Attrition #	4	12	25	29	12	82
Personnel Hired	12	6	36	13	11	78
Positions Added	7	0	6	7	8	28
Difference Between Positions Added, Attrition Rate & Staff Hired:	1	-6	5	-23	-9	

# Staffing (Relief Factor)

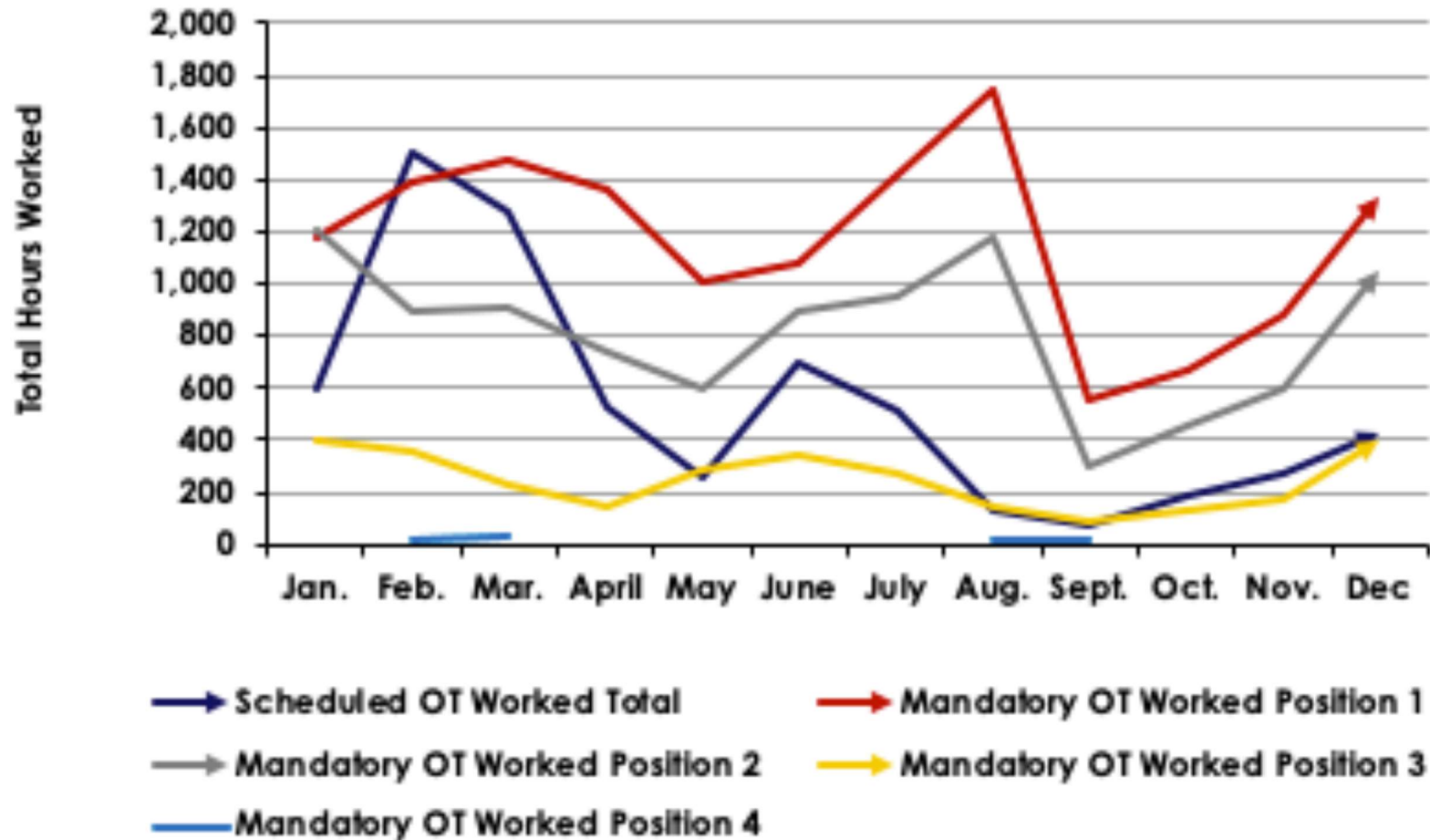
The calculated Staffing relief factor is 1.22

Figure 40: Calculated Operational Staff Shortage/Overage (as of April 2023)

Shift Coverage Required	Calculated Total Personnel Required	Current No. 24/7 Assigned Staff	Staff Shortage or Overage
Vacation, Sick, Holiday, FMLA, Military, etc.	132	134	+2

# Staffing

Figure 37: Overtime Hours Worked by Month (2020–April 2023)



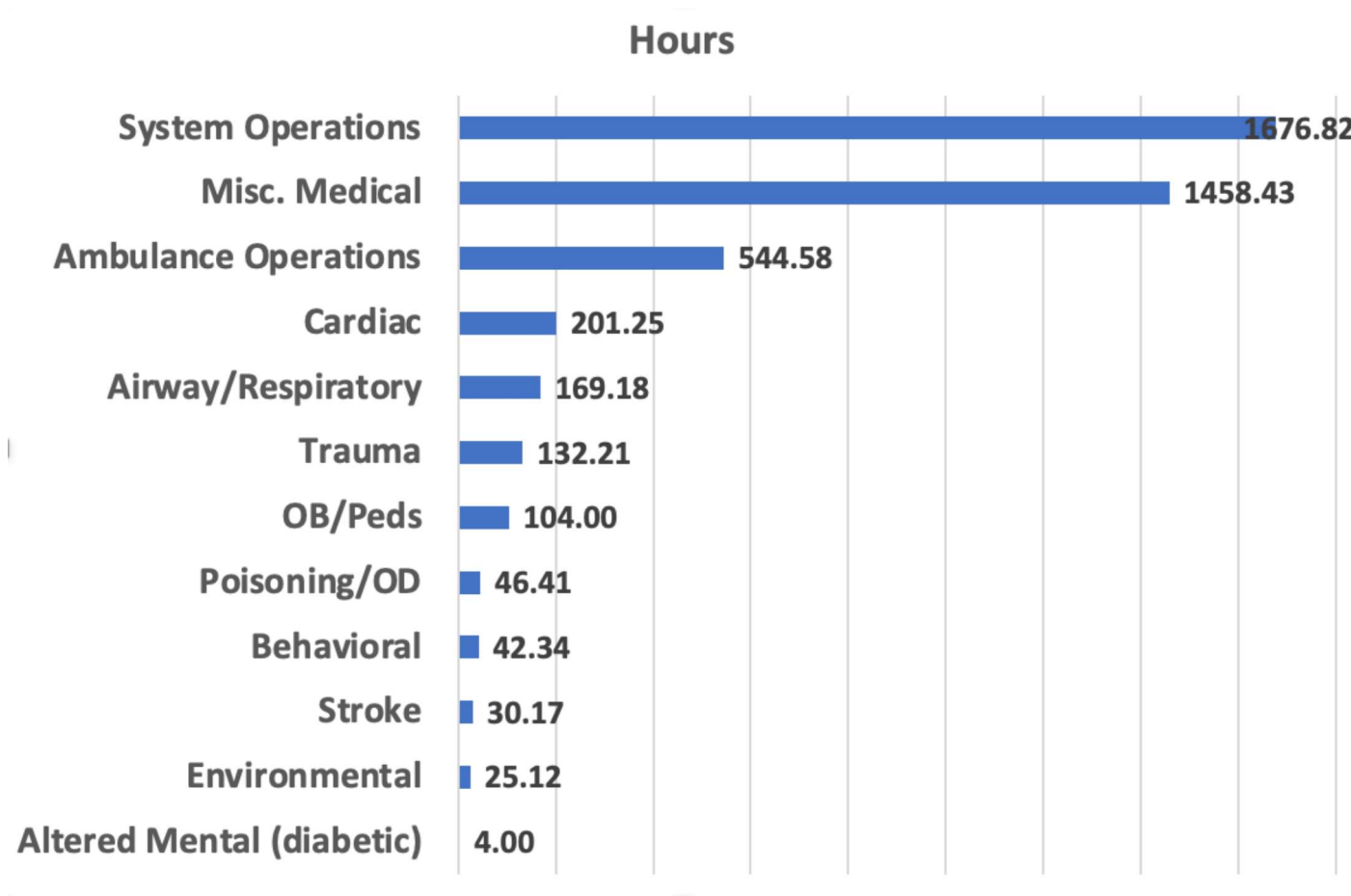


# Training



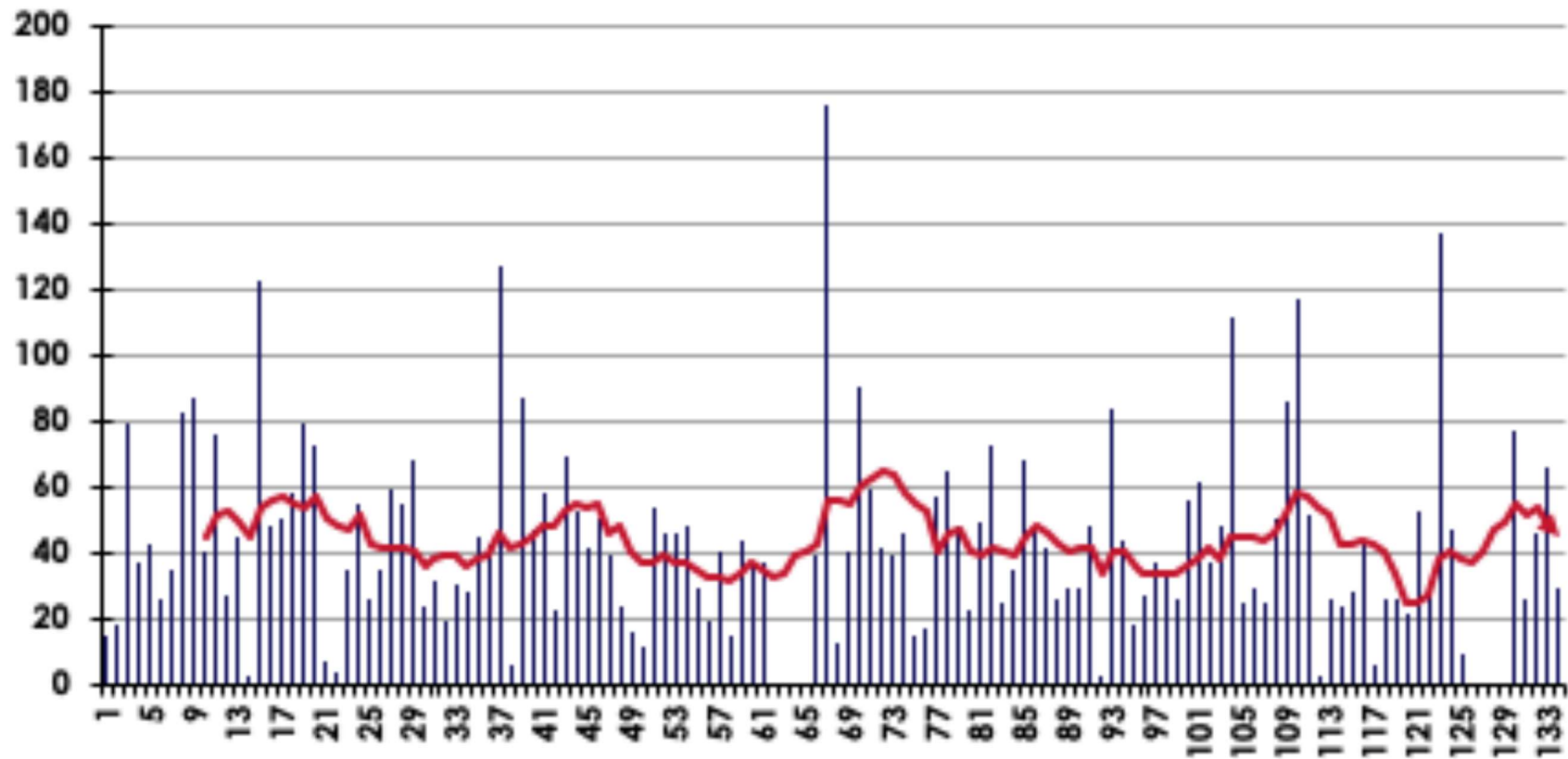
# Training

- WCEMS provided 4,434 hours of training in 2022



# Training (Individual)

Figure 47: Individual Training Analysis





# Capital



AP TRITON

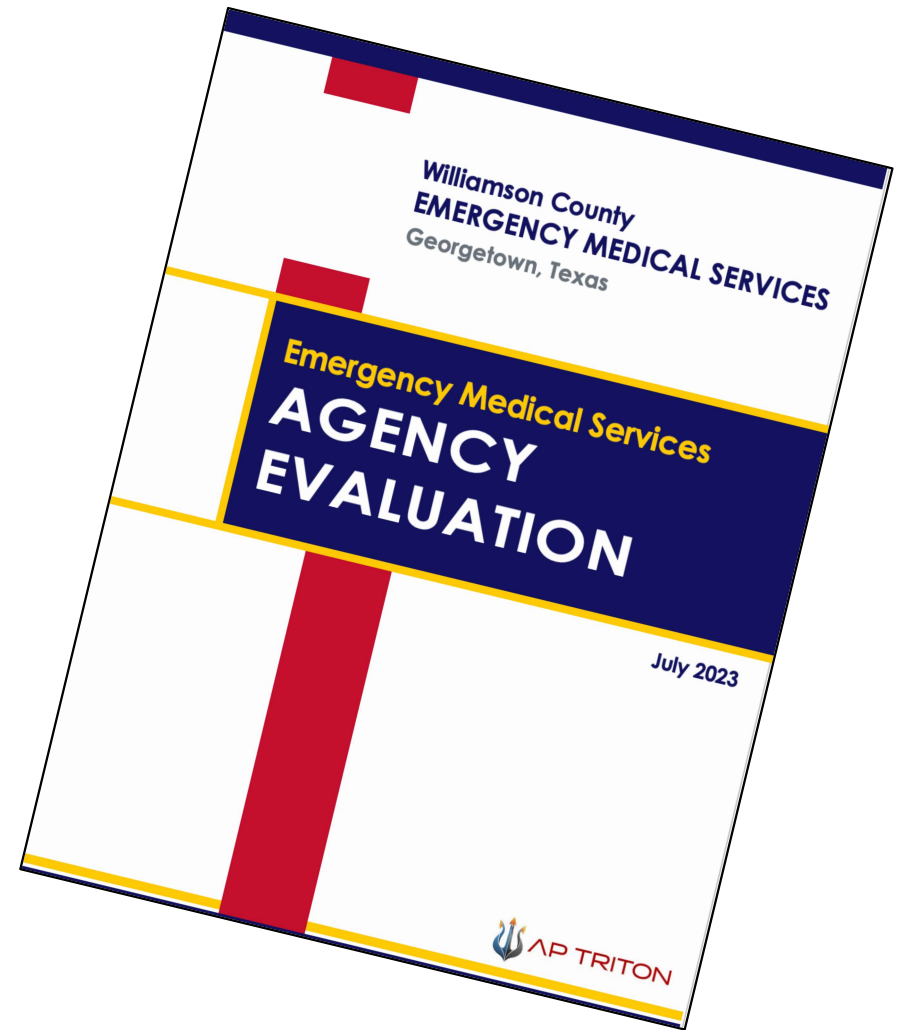


# RECOMMENDATIONS

# Recommendations

---

- Established Benchmarks
- Focused Strategic Plan
- General Recommendations





# System Benchmarks

- The community determines standards for response and service delivery served.

## Appendix B: Sample Performance Benchmark Resolution

RESOLUTION NO. \_\_\_\_

Series of 2023

### RESOLUTION ADOPTING WILLIAMSON COUNTY EMS POLICY ON RESPONSE PERFORMANCE OBJECTIVES

WHEREAS, Williamson County EMS, herein referred to as "WCEMS," provides emergency medical related emergency response to Williamson County and outlying boundaries through the contract and mutual aid agreements; and

WHEREAS, industry standards based on NFPA 1710/1720 *Standard for the Organization and, Emergency Medical Operations, and Special Operations to the Public by Career EMS Departments* provide achievable standards for response to EMS, Technical Rescue, and other types of emergency incidents; and

WHEREAS, Williamson County provides an effective emergency response force that must provide reasonable total response times to mitigate emergency incidents properly and;

WHEREAS, adopting formal performance standards for Williamson County EMS is essential to current and future service demand; and

WHEREAS, low level, moderate level, high level, and extreme risk level are defined as a risk category measurement where threats are measured considering the probability of occurrence, and hazard, danger, or loss is measured in consequence; and

WHEREAS, the following formal standard response performance benchmarks are herein established as core goals for the Williamson County EMS for a response within the boundaries of Williamson County.

#### Turn Out Time (Emergent Response)

1. For 90% (percentile) of all emergent responses will have an apparatus turn-out time of 90 seconds for all responses 24 hours a day. **EMS/Rescue Benchmarks**
1. For 90% of **Priority 1** medical and rescue incidents, the minimum effective response force staffing shall be one paramedic and one EMT. This first arriving unit shall have

# General Recommendations

---

- **Staffing**

- Re-evaluation and development of the proposed 48/96 staffing schedule
- Evaluation of the base pay for individuals working unscheduled leave.
- Maintain current facilities program housing EMS crews in the various fire stations.



# General Recommendations

---

- **Service Delivery**
  - Improve call processing times by the County Dispatch Center to meet national standards.
  - Improve initial paramedic medical first response time to meet national standards.

# General Recommendations

---

- **Training**

- Evaluate the current training program and look for opportunities for improved consistency and focus relating to actual service demand.
- Decentralize training, when possible, to support the region's fire departments and EMS crews with long travel time to the training facility.
- Increase training specific to behavioral health emergencies.

# General Recommendations

---

- **Community Health Paramedic and Alternate Deployment Models**
  - Evaluate the potential for a “deployable” Community Health Paramedic” program providing immediate response.
  - Work with local stakeholders, non-profits, and area hospitals to negotiate additional funding for the CHP program.
  - Consider adding advanced practice providers such as nurse practitioners, physician assistants, and specialized mental health staff.



# Emergency Medical Services

## Agency Evaluation

# QUESTIONS?

# Response Performance

- Use of Average Response Time
  - Minimum Standard 6.5 Minutes

- 7
  - 7.5
  - 8
  - 8
  - 7
  - 8.5
  - 2
  - 1
  - 2
  - 9
- 6 Minute  
Average  
Response  
Time

- Use of Percentile Response Time
  - Minimum Standard 6.5 Minutes
    - 90<sup>th</sup> Percentile

- 7
  - 7.5
  - 8
  - 8
  - 7
  - 8.5
  - 2
  - 1
  - 2
  - 9
- 90<sup>th</sup>  
Percentile of  
8.9 Minutes  
Response  
Time

National Standard

**Commissioners Court - Regular Session****42.****Meeting Date:** 08/29/2023

August 29, 2023, Wellness Updates

**Submitted For:** Rebecca Clemons**Submitted By:** Shelley Loughrey, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action regarding the August 29, 2023, Wellness Updates.

**Background**

---

**Fiscal Impact**

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

**Attachments**August 29, 2023 Wellness Updates

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

**Date**

08/24/2023 12:02 PM

Started On: 08/24/2023 10:49 AM

# WELLNESS UPDATE

08/29/2023



## 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 the Meal Pass is located on Benefit Portal, Company Info, Benefits Expo/OE tab
- ❖ Last day to Register: 9/11
- ❖ Meal Pass includes:
  - ✓ Attendance to Event
  - ✓ Free Meal & Refreshments
  - ✓ Swag Bag

## MORE INFORMATION

- ❖ Activities require pre-registration
- ❖ Register for each activity that you want to participate in
- ❖ Spots are limited
- ❖ Located on the Benefits Portal
- ❖ Yoga (morning only)
- ❖ Flu Shots
- ❖ Bexa Scan
- ❖ Dexa Body Scan
- ❖ Chair Massage
- ❖ Blood Mobile



# WELLNESS ACTIONS



- ❖ Health Survey
- ❖ Wellness Exam
- ❖ Biometric Screening Form
- ❖ All items available in the Virgin Pulse system
- ❖ Must be show as complete in the Virgin Pulse system by end of day 12/15/23
- ❖ Both Employee and their covered spouse must complete

**Commissioners Court - Regular Session****43.****Meeting Date:** 08/29/2023

8000 Merit

**Submitted For:** Valerie Covey**Submitted By:** Rachel Rull, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on changes to 8000 accounts for merit.

**Background**

As of October 1, 2023, the only merit to be included in Account #01-0100-8001-001130 would consist of the following positions:

Sr. Director of Emergency Services  
Sr. Director of Facilities  
Sr. Director of HR  
Sr. Director of Infrastructure  
Chief Information Officer  
Sr. Director of Parks and Venues  
Budget Officer  
Director of Communications and Media Relations  
Elections Administrator  
General Counsel  
Purchasing Agent  
Veterans Services Director

Merit for small departments with four or fewer merit-eligible employees who do not roll up to a department with an 8000 account will be granted merit at 1% higher than the amount approved by the Commissioners Court.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

**Date**

08/24/2023 10:15 AM

Started On: 08/17/2023 11:49 AM

**Commissioners Court - Regular Session****44.****Meeting Date:** 08/29/2023

Appointment of election judges and alternate judges

**Submitted For:** Judith Ritchie**Submitted By:** Judith Ritchie, Elections**Department:** Elections**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding the appointment of election judges and alternate judges to serve to a one-year term beginning September 1, 2023, and ending August 31, 2024.

**Background**

Pursuant to Texas Election Code Chapter 32, Appointment of Election Judges, the county chairs of the Republican Party and Democratic Party have provided names for Judges and Alternate Judges to serve as election officials for a one-year term beginning on September 1, 2023, and ending on August 31, 2024. Attached is the list of names proposed for Commissioners Court consideration and, if approved, appointment of these individuals to serve in their capacities as Election Day Judges and Alternate Judges on November 7, 2023. As per TEC section 32.002(c), we will continue to accept and train identified individuals from both parties to fill vacancies.

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**Fiscal Impact**

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

Judges and Alternate Judges 2023-2024

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Judith Ritchie

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

**Date**

08/24/2023 12:02 PM

Started On: 08/24/2023 11:18 AM

# Appointment of Judges and Alternate Judges for Constitutional Amendment Special Election November 7, 2023

One year term beginning September 1, 2023 and ending August 31, 2024

Location	Party	Judge	Party	Alternate Judge
Anderson Mill Limited District 11500 El Salido Parkway, Austin	D	Juliana 'Julie' Eaton	R	Kathryn Rightmyer
Bethany United Methodist Church 10010 Anderson Mill Rd, Austin	D	Dwight Adair	R	Tyler Simpson
Gateway Church 7104 McNeil Dr, Austin	D	Ethelynn 'Lynn' Morlier	R	Lynne Brady
Harmony School of Endeavor 13415 N FM 620, Austin	D	Ramon Telles	R	Katherine Janell Kelton
Hartfield Performing Arts Center 5800 McNeil Dr, Austin	D	Alfred Freudenberger	R	Susan Merrick
Kelly Reeves Athletic Complex 10211 W Parmer Lane, Austin	D	Shannon 'Nani' Covar	R	Brenda Shie
St. Vincent de Paul Catholic Church 9500 Neenah Ave, Austin	D	Edward Seidenberg	R	Lidia Moreno
Rattan Creek Park Community Center 7617 Elkhorn Mountain Trail, Austin	D	Douglas 'Doug' Reber	R	Julia Lennous
Bartlett City Hall 140 W Clark St, Bartlett	R	Renaldo 'Ron' Lares	D	Randall Craig
Austin Sports Center 1420 Toro Grande Blvd, Cedar Park	R	Araceli Santos	D	Damian Fisher
Cedar Park Middle School 2100 Sun Chase Blvd, Cedar Park	R	David Zaharias	D	Julia Nations
Cedar Park Randalls 1400 Cypress Creek Rd, Cedar Park	R	Sandra 'Sandy' Martin	D	Mina Rathbun
Cedar Park Recreation Center 1435 Main St, Cedar Park	D	Patricia 'Patti' Coville	R	Kristina Plaster
Cox Elementary School 1001 Brushy Creek Rd, Cedar Park	D	Sammy Panzarino	R	Theresa Gallegos
Running Brushy Middle School 2303 N Lakeline Blvd, Cedar Park	D	Jesse Soliz	R	Virginia Kreimeyer
St Peter's Church of Coupland 108 Wathen St, Coupland	D	Rev Dr Karen 'Hogi' Holgersen	R	Joe Naizer
Andice Community Center 6600 FM 970, Florence	R	Sharon O'Maley	D	Robert Shaver
Florence City Hall 851 FM 970, Florence	D	Laurie Born	R	Henry 'Rocky' Stone
Carver Center for Families 1200 W 17 <sup>th</sup> St, Georgetown	D	Brooke Scheibe	R	Sherri Madden
Emmaus Church of Georgetown 5060 E Hwy 29, Georgetown	D	Charles Fisher	R	Lynne Cummins
First Baptist Church of Georgetown 1333 W University Ave, Georgetown	R	Mark Pavlovich	D	John Applewhaite
Georgetown Annex 100 WilCo Way, Georgetown	D	Samuel Brannon	R	George 'Jerry' McCulley

# Appointment of Judges and Alternate Judges for Constitutional Amendment Special Election November 7, 2023

One year term beginning September 1, 2023 and ending August 31, 2024

Location	Party	Judge	Party	Alternate Judge
Georgetown City Hall 808 Martin Luther King Jr. St., Georgetown	R	Santa 'Santina' Codomo	D	Roy 'Reed' Huddleston
Georgetown ISD Technology Building 603 Lakeway Dr, Georgetown	R	Brad Stutzman	D	William 'Bill' Spangenberg
Georgetown Randalls 5721 Williams Dr, Georgetown	R	William Harron	D	Chris Kolb
Heritage Baptist Church 1601 FM 971, Georgetown	R	Doris Kay Ledbetter	D	James Dunham
Southwestern University – Howry Center 1001 Southwestern Blvd, Georgetown	D	William Holland	R	Alice York
The Delaney at Georgetown Village 359 Village Commons Blvd, Georgetown	D	Teresa 'Teri' Moltenberry	R	Bonnie Swartz
The Oaks Community Center – Sun City 301 Del Webb Blvd, Georgetown	R	Cathy Cody	D	Pam Oglesby
The Worship Place 811 Sun City Blvd, Georgetown	R	Robert Wemheuer	D	Yvon Jensen
Granger Brethren Church 306 W Broadway St, Granger	D	Deborah Spanel	R	Mary Pavlat
Hutto ISD HR Building 200 College St, Hutto	R	Frances Albert	D	Milton 'Milt' Reichel
Saint Patrick Catholic Church 2500 Limmer Loop, Hutto	D	Carolyn 'Jane' Wrinkle	R	Raymond Berkeley
Jarrell ISD Administration Building 108 E Avenue F, Jarrell	R	Deborah 'Debbie' Helms	D	Madeline Hackenberg
Sonterra HOA Clubhouse 510 Sonterra Blvd, Jarrell	D	Maria Flores	R	Phillip 'Phil' Papick
Austin Community College – San Gabriel 449 San Gabriel Campus Dr, Leander	D	Neitha Engert	R	David 'Ned' Moser
Danielson Middle School 1061 Collaborative Way, Leander	D	Dianna Schisser	R	Trisha Dotson
Leander Church of Christ 300 Crystal Falls Parkway, Leander	R	Gaylon George	D	Brian DeWald
Leander First Baptist Church 10000 FM 2243, Leander	R	Susan 'Sue' England	D	Lindsay Upson
Leander Public Library Annex 1011 S Bagdad Rd, Leander	R	Clifford Worthy	D	Sharon Cummings
Pat Bryson Municipal Hall 201 N Brushy St, Leander	R	Janet Hampton	D	Logan Pillay
Wiley Middle School 1526 Raider Way, Leander	R	John Coronado	D	Carol Beatty
Liberty Hill High School 16500 W SH 29, Liberty Hill	D	Natalie Ball	R	Pamela Parker
Liberty Hill ISD Gym Annex 301 Forest St, Liberty Hill	D	Stanley 'Stan' Leachman	R	John Travers

# Appointment of Judges and Alternate Judges for Constitutional Amendment Special Election November 7, 2023

One year term beginning September 1, 2023 and ending August 31, 2024

Location	Party	Judge	Party	Alternate Judge
<b>Santa Rita Ranch</b> 175 Elizabeth Park Blvd, Liberty Hill	R	Jennifer Pollastro	D	Nan Kennedy
<b>Austin Community College – Round Rock</b> 4400 College Park Dr, Round Rock	D	Teresa ‘Terry’ Erickson	R	Stephanie Wiechmann
<b>Allen R Baca Center</b> 301 W Bagdad St, Round Rock	D	Joshua ‘Josh’ Billingsley	R	Richard ‘Rick’ Masselink
<b>Brushy Creek Community Center</b> 16318 Great Oaks Dr, Round Rock	R	Donna Harp	D	Stuart Litwin
<b>Cedar Ridge High School</b> 2801 Gattis School Rd, Round Rock	D	Marilyn Ellison	R	Azucena Overman
<b>Fern Bluff MUD Community Center</b> 7320 Wyoming Springs Dr, Round Rock	D	Michael Ota	R	David Dziadziola
<b>Forest Creek Elementary School</b> 3505 Forest Creek Dr, Round Rock	D	Lisa Miller	R	Carisa Garza
<b>Palm Valley Lutheran Church</b> 2500 E Palm Valley Blvd, Round Rock	D	Erik Van Widenfelt	R	Israel Avila
<b>Round Rock Presbyterian Church</b> 4010 Sam Bass Rd, Round Rock	R	Darryl Pool	D	Denise Gordon
<b>Round Rock Public Library</b> 200 E Liberty Ave, Round Rock	D	Deborah Sams	R	Rhonda Look
<b>Round Rock Randalls</b> 2051 Gattis School Rd, Round Rock	R	Tracy Colello	D	Gary Bowers
<b>Round Rock Sports Center</b> 2400 Chisholm Trail, Round Rock	R	Kristal Johnson	D	Robert ‘Bob’ Gier
<b>Sleep Inn &amp; Suites</b> 1980 S IH 35, Round Rock	D	Keith Huffstutler	R	Barbara McGary
<b>South University</b> 1220 W Louis Henna Blvd, Round Rock	D	Mike Parker	R	Perie ‘Rick’ Pitts
<b>Williamson County Jester Annex</b> 1801 E Old Settlers Blvd, Round Rock	D	Allan ‘Al’ Davis	R	William ‘Bill’ Fairbrother
<b>Wingate by Windham Conference Center</b> 1209 N IH 35, Round Rock	D	Anita Overton	R	James Steele
<b>Taylor City Hall</b> 400 Porter St, Taylor	D	Elizabeth Villareal	R	John Palacios
<b>Taylor ISD Event Center</b> 3101 N Main St, Taylor	R	Gayle Collins	D	Regina Lee Baker
<b>St John Lutheran Church</b> 409 S Main St, Thrall	R	Virginia ‘Jenna’ Hunt	D	Barbara Yerby
<b>Walburg Community Center</b> 4000 FM 972, Walburg	R	Weldon Mersiovsky	D	Antonio Canas
<b>Community Bible Church of Weir</b> 315 FM 1105, Weir	R	Donna Johnson	D	Tim Kubatzky

**Commissioners Court - Regular Session****45.****Meeting Date:** 08/29/2023

Engagement of McElroy, Sullivan, Miller &amp; Weber, L.L.P.

**Submitted By:** Hal Hawes, General Counsel**Department:** General Counsel**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action approving the engagement of the law firm of McElroy, Sullivan, Miller & Weber, L.L.P. to represent Williamson County in relation to legal matters pertaining to the Williamson County Landfill, representation before the Texas Commission on Environmental Quality and other legal services as assigned; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

**Background**

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**Fiscal Impact**

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

Engagement Letter - MSMW

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

**Date**

08/24/2023 12:05 PM

Started On: 08/24/2023 11:41 AM



McELROY,  
SULLIVAN,  
MILLER &  
WEBER, L.L.P.

4330 Gaines Ranch Loop, Suite 200, Austin, TX 78735 | [www.msmtx.com](http://www.msmtx.com)

MAILING ADDRESS: P.O. Box 12127, Austin, TX 78711 | T. 512.327.8111 F. 512.350.2681

August 24, 2023

***Via Email: [hhawes@wilco.org](mailto:hhawes@wilco.org)***

Hal Hawes

General Counsel

Williamson County Commissioners Court

(512) 943-3862

401 W. 6<sup>th</sup> Street

Georgetown, TX 78626

Re: Engagement Letter for legal services.

Dear Mr. Hawes:

You have asked McElroy, Sullivan, Miller & Weber, L.L.P. (“MSMW” or “the Firm”) to represent Williamson County. This letter will set forth the specific terms of our engagement for representation. If you have any questions about matters addressed in this letter, please do not hesitate to call me.

### **Client**

Until instructed otherwise, MSMW’s client will be Williamson County (referred to as “Client”). All communications between Client and the Firm shall be confidential and privileged attorney-client communications. Client will be responsible for payment of legal fees accrued pursuant to this engagement letter and the Scope of Work described below.

### **Scope of Work**

Client has requested MSMW to represent Client in Legal matters relating to the Williamson County Landfill, representation before the Texas Commission on Environmental Quality and other legal services assigned or requested by Williamson County, only if the scope of which is agreed to by MSMW and confirmed by the Williamson County Commissioners Court or its Office of General Counsel in writing at the time of assignment. MSMW’s representation shall be limited to this Scope of Work and shall not extend to other matters unless agreed in writing by MSMW and Client. MSMW’s representation will be limited to providing legal services and will not include accounting, engineering, financial, management or other non-legal services.

### **Personnel**

I will be primarily responsible for the Scope of Work, but other MSMW attorneys or staff may also participate on an as-needed basis.



### **Fees**

Fees for MSMW attorneys and staff are listed on Attachment A. These fees, including fees charged by the undersigned, may be increased from time to time during the pendency of MSMW's representation of Client. In such event, the Client will be notified in advance of the proposed fee increase.

### **Other Charges, Fees, and Expenses**

All other charges, fees, and expenses incurred by MSMW in connection with our representation of Client will be billed to Client as a separate item on Client's statement. Examples of such other charges, fees and expenses include, but are not limited to court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consulting expert fees, and other similar charges, fees, and expenses. Charges, fees, and expenses smaller than \$250 will be itemized on Client's statement. For all Charges, fees, and expenses in excess of \$250, MSMW may wish to transmit invoices reflecting said charges to Client to be paid directly.

### **Results**

Any views or opinions expressed by MSMW or its attorneys about the likely outcome are only expressions of judgment. MSMW and its attorneys do not make representations or guarantees to client as to the probability of ultimate success or any particular result.

### **Records**

MSMW will retain copies of all documents related to matters upon which the Client have retained MSMW for a period of two (2) years after the matter is closed. At the end of that period, our files will be destroyed unless the Client request that copies of the documents be returned to Client at Client's expense.

### **Billing Practices and Payment**

MSMW bills monthly and payment is due within thirty (30) days of the date of the billing statement. Our billing statements reflect charges for items such as messenger and special delivery services, computerized legal and other research, travel expenses, filing fees and recording fees, and any other costs incurred by the Firm in handling the Scope of Work.

### **Termination**

Client may terminate MSMW's employment at any time by notifying the undersigned. MSMW will withdraw from its representation of the Client by notifying the Client in writing. In any case, our withdrawal will be made subject to applicable ethical requirements and any required agency or court approval. Upon termination of our representation, the Client shall remain obligated to pay MSMW for all services rendered and expenses incurred through the date of termination.

If you agree with the foregoing, please execute, and return this letter to me. We appreciate your confidence in MSMW and look forward to working with you.

Sincerely,

/s/ Adam M. Friedman

Adam M. Friedman,  
for the firm.  
Partner

AGREED:

\_\_\_\_\_  
Bill Gravell, Jr.  
Williamson County Commissioners Judge  
For Williamson County, Texas

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

## EXHIBIT A

### **MCELROY, SULLIVAN, MILLER & WEBER, L.L.P.**

*Effective July 1<sup>st</sup>, 2023*

Brian R. Sullivan	Partner Emeritus	\$500/hr
Thomas M. Weber	Partner	\$500/hr
John M. Quinlan	Partner	\$485/hr
Paul R. Tough	Partner	\$450/hr
Kelli T. Kenney	Partner	\$435/hr
Adam M. Friedman	Partner	\$435/hr
William B. Hayenga, II	Partner	\$425/hr
Eno E. Peters	Partner	\$375/hr

Jessica H. Mendoza	Associate	\$360/hr
Hailey N. Culhane	Associate	\$330/hr
Hang K. Dinh	Associate	\$345/hr
Larry W. Hargrave	Associate	\$345/hr

Brent W. Ryan	Of Counsel	\$425/hr
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Law Clerks	Law Clerks	\$125-\$150/hr
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Michael A. Paluso	Paralegal	\$240/hr
Krystal E. Schmidt	Paralegal	\$240/hr
Quincy A. Smith	Paralegal	\$205/hr
Jeana A. Matetzschk	Legal Assistant	\$125/hr
Nancy D. Fowler	Legal Assistant	\$125/hr

**Commissioners Court - Regular Session**

46.

**Meeting Date:** 08/29/2023

Termination of Service Agreement with TRISTAR Risk Management

**Submitted By:** Malea Schmitt, General Counsel**Department:** General Counsel**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the termination of the service agreement with TRISTAR Risk Management.

**Background**

Williamson County Risk Management requests the termination of the service agreement with TRISTAR Risk Management, the County's current provider of Third-Party Administrator (TPA) services for auto/property damage claims, in anticipation of an award to be approved under 23RFP60 relating to an expansion of TPA services to a self-funded Workers' Compensation program in addition to the auto/property damage claims.

On 08/22/2023, Commissioners Court voted in favor of moving the County's Workers' Compensation program from fully insured to self-funded for Fiscal Year 2024. In preparation for this potential change, 23RFP60 was originally issued on 04/01/2023 to solicit vendor responses for the expanded TPA services. While the RFP process is still ongoing, the Commissioners Court's action to self-fund the County's Workers' Compensation program beginning 10/01/2023 means this agreement must be terminated 30 days prior to that date.

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**Fiscal Impact**

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

Termination Letter

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Malea Schmitt

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

**Date**

08/24/2023 12:04 PM

Started On: 08/24/2023 11:35 AM



**GENERAL COUNSEL**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**

401 W 6<sup>TH</sup> STREET, GEORGETOWN, TEXAS 78626

**HAL C. HAWES**  
GENERAL COUNSEL

**SHANNON C. FRANCIS**  
Assistant General Counsel

**JACQUELINE LENTZ**  
Assistant General Counsel

**ELLYSSA COLLINSWORTH-STEWART**  
Assistant General Counsel

August 29, 2023

**Via FedEx Overnight: ( \_\_\_\_\_ ) and**  
**Electronic Mail: (Tom.Veale@tristargroup.net)**

Thomas J. Veale  
TRISTAR Risk Management  
100 Oceangate, Suite 840  
Long Beach, CA 90802

Re: Notice of Termination for Claims Services Agreement by and between Williamson County, Texas and TRISTAR Risk Management (“Agreement”)

Dear Mr. Veale:

Pursuant to Section 9.1.1 of the Agreement, please allow this letter serve as notice of Williamson County’s desire to terminate the Agreement, effective 11:59:59 p.m. on September 30, 2023 (“Termination Date”). Section 9.1.1 of the Agreement allows either party to terminate the Agreement by giving at least thirty (30) days’ prior written notice of termination to the other party.

Williamson County would like to thank TRISTAR for its assistance, cooperation and services provided since 2021. If you have any questions, please do not hesitate to contact me.

Sincerely,

Jacqueline Lentz  
Assistant General Counsel  
Williamson County Commissioners Court  
Phone: (512) 943-3824  
Email: Jacqueline.Lentz@wilco.org

cc: *Via FedEx Overnight: (*  
*Electronic Mail: (Tim.McIntyre@tristargroup.net)*  
General Counsel's Office  
TRISTAR Insurance Group, Inc.  
100 Oceangate, Suite 840  
Long Beach, CA 90802

**Commissioners Court - Regular Session****47.****Meeting Date:** 08/29/2023

SHM Safety Net Clinic Support

**Submitted For:** Cynthia Long**Submitted By:** Kathy Pierce, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Agreement for the Williamson County Health Grant Program with Hill Country Medical Ministries, LLC (known as Samaritan Health Ministries) for qualifying visits provided to eligible uninsured patients.

**Background**

Samaritan Health and Sacred Heart clinics are important safety net providers to uninsured individuals that are less than 250% of the Federal Poverty Level. This agreement continues support and the partnership that Williamson County has had for many years with the clinics utilizing the Tobacco Account funding (Community Clinic Services Program) and also DSRIP funding. The DSRIP funding by the federal and state governments is no longer available. This agreement helps provide short-term funding needed to sustain services. These services include medical, dental and mental health services that help keep individuals working, reducing indigent healthcare costs, and reducing hospital emergency room visits. The eligible patients must have no insurance or Medicaid/Medicare.

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**Fiscal Impact**

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

Samaritan Health Agreement

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

**Date**

08/24/2023 10:32 AM

Started On: 08/24/2023 08:21 AM

## **Agreement for the Williamson County Health Grant Program**

### **1. Parties and Agreement Term**

#### **1.1 Williamson County and Hill Country Medical Ministries, LLC**

Williamson County (the "County") and Hill Country Medical Ministries, LLC ("HCMM") agree to the following terms and conditions concerning the Williamson County Uninsured Healthcare Program (the "Program").

#### **1.2 Participating Clinic**

HCMM agrees to follow the rules and restrictions set by the County under the authority of this Agreement. HCMM understands that funds will not be paid for patient visits which do not meet the requirements of this Agreement.

#### **1.3 Agreement Term**

This Agreement will commence as of March 1, 2023 and continue thereafter until September 30, 2024.

### **2. County Responsibility**

#### **2.1 Payment for Patient Visits**

The County will pay HCMM *Two Hundred Seventy Dollars* (\$270.00) per qualifying patient primary care, well woman, dental or mental health visit ("visits") for HCMM patients meeting the eligibility criteria set out in this Agreement. Qualifying visits made to HCMM are eligible for payment. Payment of these funds will be subject to review by the Williamson County Auditor, and any additional auditing measures at the discretion of the Williamson County Commissioners Court.

It is the intent of the parties hereto that funding under the Program is reserved for only those cases wherein a patient visit would not otherwise be funded by a different funding source. The parties hereto acknowledge and agree that County shall only provide funding from the Program under this Agreement for a patient visit if other funding is not available in relation to such patient visit. In the event that other funding is or was available for a particular patient visit and the County provided funding for the visit, HCMM shall reimburse County for any funds that were provided for that particular patient visit.

#### **2.2 Funding Limitations**

The County will not be responsible for payments exceeding the total annual amount allocated in the County budget for the Program during the term of this Agreement. The total amount allocated for the Program during the term of this Agreement is \$200,000.



### **2.3 Eligibility Requirements**

For a patient to be eligible for the *Two Hundred Seventy Dollars* (\$270.00) payment of the visit to a HCMM clinic by the County, a patient must meet all of the following criteria:

- (a) Each patient must be a Williamson County resident who is also either a U.S. Resident or Lawful Permanent Resident (Lawful Permanent Residents, also known as “green card” holders, are non-citizens who are lawfully authorized to live permanently within the United States).
- (b) The patient must have a face-to-face encounter between an eligible patient and one of the following healthcare professionals: Psychiatrist, LCSW, LPC, Ph.D. Psychologist, Dentist, Physician, or Nurse Practitioner. A qualifying patient visit is a face-to-face assessment, evaluation, mental health status exam, diagnostic interview, psychiatric medication management visit, therapy session, a primary care, or dental visit.
- (c) Each mental health, primary care or dental patient should have progress notes for visits that document the patient's progress or lack of progress, provided that nothing in this Agreement is intended to require any specific documentation or recordkeeping requirements, it being understood by the parties that services provided by HCMM pursuant to this Agreement shall be documented and recorded in accordance with HCMM's customary practices and procedures, which practices and procedures shall comply with industry standards.
- (d) Missed sessions, phone sessions, consultations without the patient are not billable. Collaborative phone calls and conferences are considered to be part of the covered session, and cannot be billed separately.
- (e) A patient may have multiple qualifying patient visits with a different healthcare professional for separate face-to-face assessments, evaluations, mental health status exams, diagnostic interviews, psychiatric medication management visits, therapy sessions, a primary care visit, and/or dental visits during the same day. Each different and separate qualifying patient visit during the same day may be billed separately.
- (f) Except for funding from the Program, there is no other funding source that will pay for the patient's visit.

### **3. HCMM's Responsibility**

#### **3.1 Billing**

In accordance with its standard billing practices, HCMM will bill the County for services provided pursuant to this Agreement by submitting a report to the County, in care of Williamson County Auditor, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626. The report shall provide the number of Eligible Encounters provided, Patient Account Numbers, Dates of Service, Service Type, Zip Code of Patient and Provider Name; provided, however, HCMM shall not be required to disclose any patient health information that may be protected by state or federal law. Payments will be made within thirty (30) days of receipt by the Williamson County Auditor in compliance with Chapter 2251 of the Texas Government Code. The County is not obliged to pay requests which are submitted more than ninety-five (95) days after the date of service.

### **3.2    Audits**

HCMM understands that it is subject to and will assist in an audit once per year as directed by the Williamson County Auditor, and/or the County. Unsatisfactory audit findings may require further audit reviews of HCMM by the Williamson County Auditor. Unsatisfactory results from an audit or review and/or failure of HCMM to satisfactorily participate in an audit or review may be grounds for the exclusion of Program.

### **3.3    Unsatisfactory Finding on Billing Audit**

If inappropriate billing is determined during an audit process, HCMM shall repay Williamson County all amounts that were inappropriately billed within 30 days of HCMM's notice of such billing error.

### **3.4    Reports**

HCMM will submit a report to the Williamson County Auditor after completion of the second quarter of the Program and be prepared to present the report to the Williamson County Commissioner's Court if requested. This report is HCMM's self-evaluation of their progress toward meeting their target objectives and will report the number of unduplicated patients served and the number of visits. The report should have statistics on the type of illnesses that are being treated in the county; type of professional that is providing the service; zip code that the patient resides in; gender and age of patients; and any other statistical information that will be helpful in planning for the County.

### **3.5    Liability**

HCMM AGREES TO INDEMNIFY AND HOLD HARMLESS WILLIAMSON COUNTY, THEIR OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM EVERY PENALTY, CAUSE OF ACTION, CLAIM, LOSS, COST, DAMAGE, REASONABLE ATTORNEY'S FEES, LIEN AND/OR EXPENSE ARISING OUT OF OR RESULTING FROM MEDICAL SERVICES RENDERED FOR PATIENTS OR FROM THE PERFORMANCE OF THIS AGREEMENT BY HCMM, ITS AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES FOR ANY FAILURE OF OBSERVANCE OF ANY PROVISION OF THIS AGREEMENT TO BE PERFORMED BY OR ON BEHALF OF HCMM. WILLIAMSON COUNTY, THEIR OFFICIALS, AGENTS REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES SHALL NOT BE LIABLE FOR DAMAGES TO HCMM ARISING FROM ANY ACT OF ANY THIRD PARTY. HCMM FURTHER AGREES TO INDEMNIFY AND SAVE HARMLESS WILLIAMSON COUNTY, THEIR OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY NEGLIGENT ACT, OMISSION OR NEGLIGENCE OF HCMM, OR THEIR CONTRACTORS, LICENSEES, AGENTS, SERVANTS, OR EMPLOYEES, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING DURING THE TERM OF THIS AGREEMENT.

#### **4. General Responsibilities**

##### **4.1 Agreement Subject to State and Federal Law**

This Agreement is subject to the laws of the State of Texas and the federal laws of the United States. All parties agree to follow state and federal laws regarding patient care, privacy, and other substantial rights. Williamson County shall be the sole place of venue for any legal action arising from or related to this Agreement in which Williamson County is a party.

##### **4.2 Funding Restriction**

Funding of the Program is subject to approval by the Williamson County Commissioners Court.

##### **4.3 Assignment**

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party.

##### **4.4 Termination**

(a) 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 nonbreaching 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 nonbreaching 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-reaching 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.

(b) Termination for Convenience: The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to HCMM. In the event of such termination, it is understood and agreed that only the amounts due to HCMM for qualifying patient primary care, dental or mental health visits provided as of the date of termination, will be due and payable. No penalty will be assessed for County's termination of this Agreement for convenience.

##### **4.5 No Waiver of Immunity**

Nothing in the Agreement shall be construed to waive any immunities from suit or liability enjoyed by Williamson County, its past or present officers, employees, or agents or employees.

**4.6 Severability**

The Parties agree that in the event any provision of this Contact is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Contact. The remainder of the Agreement shall be in full force and effect.

**4.7 Consolidation Clause**

This Agreement constitutes the entire agreement between the parties concerning the Program. This Agreement may be amended by agreement of the parties in writing at any time.

**IN WITNESS WHEREOF**, the parties have duly executed and delivered this Agreement on the date set forth below.

**WILLIAMSON COUNTY, TEXAS**

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

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

Title: As Presiding Officer of  
the Williamson County Commissioners Court

**HILL COUNTRY MEDICAL MINISTRIES, LLC (HCMM)**

By: John M. Clark 8-23-2023  
Date

Title: EXECUTIVE DIRECTOR

Printed Name: JOHN M. CLARK

**Commissioners Court - Regular Session****48.****Meeting Date:** 08/29/2023

Sacred Heart - Safety Net Clinic Support

**Submitted For:** Cynthia Long**Submitted By:** Kathy Pierce, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Agreement for the Williamson County Health Grant Program with Sacred Heart Community Clinic for qualifying visits provided to eligible uninsured patients.

**Background**

Samaritan Health and Sacred Heart clinics are important safety net providers to uninsured individuals that are less than 250% of the Federal Poverty Level. This agreement continues support and the partnership that Williamson County has had for many years with the clinics utilizing the Tobacco Account funding (Community Clinic Services Program) and also DSRIP funding. The DSRIP funding by the federal and state governments is no longer available. This agreement helps provide short-term funding needed to sustain services. These services include medical, dental and mental health services that help keep individuals working, reducing indigent healthcare costs, and reducing hospital emergency room visits. The eligible patients must have no insurance or Medicaid/Medicare.

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**Fiscal Impact**

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

Agreement

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

**Date**

08/24/2023 10:35 AM

Started On: 08/24/2023 10:29 AM

# **Agreement for the Williamson County Health Grant Program**

## **1. Parties and Agreement Term**

### **1.1 Williamson County and Sacred Heart Community Clinic**

Williamson County (the "County") and Sacred Heart Community Clinic, a 501(c)(3) nonprofit organization ("Sacred Heart") agree to the following terms and conditions concerning the Williamson County Uninsured Healthcare Program (the "Program").

### **1.2 Participating Clinic**

Sacred Heart agrees to follow the rules and restrictions set by the County under the authority of this Agreement. Sacred Heart understands that funds will not be paid for patient visits which do not meet the requirements of this Agreement.

### **1.3 Agreement Term**

This Agreement will commence as of March 1, 2023 and continue thereafter until September 30, 2024.

## **2. County Responsibility**

### **2.1 Payment for Patient Visits**

The County will pay Sacred Heart *Two Hundred Seventy Dollars* (\$270.00) per qualifying patient primary care, well woman, dental or mental health visit ("visits") for Sacred Heart patients meeting the eligibility criteria set out in this Agreement. Qualifying visits made to Sacred Heart are eligible for payment. Payment of these funds will be subject to review by the Williamson County Auditor, and any additional auditing measures at the discretion of the Williamson County Commissioners Court.

It is the intent of the parties hereto that funding under the Program is reserved for only those cases wherein a patient visit would not otherwise be funded by a different funding source. The parties hereto acknowledge and agree that County shall only provide funding from the Program under this Agreement for a patient visit if other funding is not available in relation to such patient visit. In the event that other funding is or was available for a particular patient visit and the County provided funding for the visit, Sacred Heart shall reimburse County for any funds that were provided for that particular patient visit.

### **2.2 Funding Limitations**

The County will not be responsible for payments exceeding the total annual amount allocated in the County budget for the Program during the term of this Agreement. The total amount allocated for the Program during the term of this Agreement is \$200,000.



## **2.3 Eligibility Requirements**

For a patient to be eligible for the *Two Hundred Seventy Dollars* (\$270.00) payment of the visit to a Sacred Heart clinic by the County, a patient must meet all of the following criteria:

- (a) Each patient must be a Williamson County resident who is also either a U.S. Resident or Lawful Permanent Resident (Lawful Permanent Residents, also known as “green card” holders, are non-citizens who are lawfully authorized to live permanently within the United States).
- (b) The patient must have a face-to-face or eligible tele-medicine encounter between an eligible patient and one of the following healthcare professionals: Psychiatrist, LCSW, LPC, Ph.D. Psychologist, Dentist, Hygienist, Physician, Dietitian, or Nurse Practitioner. A qualifying patient visit is a face-to-face or tele-medicine assessment, evaluation, mental health status exam, diagnostic interview, psychiatric medication management visit, therapy session, a primary care, or dental visit.
- (c) Each mental health, primary care or dental patient should have progress notes for visits that document the patient's progress or lack of progress, provided that nothing in this Agreement is intended to require any specific documentation or recordkeeping requirements, it being understood by the parties that services provided by Sacred Heart pursuant to this Agreement shall be documented and recorded in accordance with Sacred Heart's customary practices and procedures, which practices and procedures shall comply with industry standards.
- (d) Missed sessions, phone sessions, consultations without the patient are not billable. Collaborative phone calls and conferences are considered to be part of the covered session, and cannot be billed separately.
- (e) A patient may have multiple qualifying patient visits with a different healthcare professional for separate face-to-face or tele-medicine assessments, evaluations, mental health status exams, diagnostic interviews, psychiatric medication management visits, therapy sessions, a primary care visit, and/or dental visits during the same day. Each different and separate qualifying patient visit during the same day may be billed separately.
- (f) Except for funding from the Program, there is no other funding source that will pay for the patient's visit.

## **3. Sacred Heart's Responsibility**

### **3.1 Invoicing**

In accordance with its standard invoicing practices, Sacred Heart will invoice the County for services provided pursuant to this Agreement by submitting a report to the County, in care of Williamson County Auditor, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626. The report shall provide the number of Eligible Encounters provided, Patient Account Numbers, Dates of Service, Service Type, Zip Code of Patient and Provider Name; provided, however, Sacred Heart shall not be required to disclose any patient health information that may be protected by state or federal law. Payments will be made within thirty (30) days of receipt by the Williamson County Auditor in compliance with Chapter 2251 of the Texas Government Code. The County is not obliged to pay requests which are submitted more than one year after the date of service.

### **3.2     Audits**

Sacred Heart understands that it is subject to and will assist in an audit once per year as directed by the Williamson County Auditor, and/or the County. Unsatisfactory audit findings may require further audit reviews of Sacred Heart by the Williamson County Auditor. Unsatisfactory results from an audit or review and/or failure of Sacred Heart to satisfactorily participate in an audit or review may be grounds for the exclusion of Program.

### **3.3     Unsatisfactory Finding on Invoicing Audit**

If inappropriate invoicing is determined during an audit process, Sacred Heart shall repay Williamson County all amounts that were inappropriately billed within 30 days of Sacred Heart's notice of such billing error.

### **3.4     Reports**

Sacred Heart will submit a report to the Williamson County Auditor after completion of the second quarter of the Program and be prepared to present the report to the Williamson County Commissioner's Court if requested. This report is Sacred Heart's self-evaluation of their progress toward meeting their target objectives and will report the number of unduplicated patients served and the number of visits. The report should have statistics on the type of illnesses that are being treated in the county; type of professional that is providing the service; zip code that the patient resides in; gender and age of patients; and any other statistical information that will be helpful in planning for the County.

### **3.5     Liability**

Sacred Heart AGREES TO INDEMNIFY AND HOLD HARMLESS WILLIAMSON COUNTY, THEIR OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM EVERY PENALTY, CAUSE OF ACTION, CLAIM, LOSS, COST, DAMAGE, REASONABLE ATTORNEY'S FEES, LIEN AND/OR EXPENSE ARISING OUT OF OR RESULTING FROM MEDICAL SERVICES RENDERED FOR PATIENTS OR FROM THE PERFORMANCE OF THIS AGREEMENT BY Sacred Heart, ITS AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES FOR ANY FAILURE OF OBSERVANCE OF ANY PROVISION OF THIS AGREEMENT TO BE PERFORMED BY OR ON BEHALF OF Sacred Heart. WILLIAMSON COUNTY, THEIR OFFICIALS, AGENTS REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES SHALL NOT BE LIABLE FOR DAMAGES TO Sacred Heart ARISING FROM ANY ACT OF ANY THIRD PARTY. Sacred Heart FURTHER AGREES TO INDEMNIFY AND SAVE HARMLESS WILLIAMSON COUNTY, THEIR OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY NEGLIGENT ACT, OMISSION OR NEGLIGENCE OF Sacred Heart, OR THEIR CONTRACTORS, LICENSEES, AGENTS, SERVANTS, OR EMPLOYEES, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING DURING THE TERM OF THIS AGREEMENT.

## **4.     General Responsibilities**

### **4.1     Agreement Subject to State and Federal Law**



This Agreement is subject to the laws of the State of Texas and the federal laws of the United States. All parties agree to follow state and federal laws regarding patient care, privacy, and other substantial rights. Williamson County shall be the sole place of venue for any legal action arising from or related to this Agreement in which Williamson County is a party.

#### **4.2     Funding Restriction**

Funding of the Program is subject to approval by the Williamson County Commissioners Court.

#### **4.3     Assignment**

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party.

#### **4.4     Termination**

- (a) 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 nonbreaching 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 nonbreaching 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-reaching 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.
- (b) Termination for Convenience: The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Sacred Heart. In the event of such termination, it is understood and agreed that only the amounts due to Sacred Heart for qualifying patient primary care, dental or mental health visits provided as of the date of termination, will be due and payable. No penalty will be assessed for County's termination of this Agreement for convenience.

#### **4.5     No Waiver of Immunity**

Nothing in the Agreement shall be construed to waive any immunities from suit or liability enjoyed by Williamson County, its past or present officers, employees, or agents or employees.

**4.6 Severability**

The Parties agree that in the event any provision of this Contact is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Contact. The remainder of the Agreement shall be in full force and effect.

**4.7 Consolidation Clause**

This Agreement constitutes the entire agreement between the parties concerning the Program. This Agreement may be amended by agreement of the parties in writing at any time.

**IN WITNESS WHEREOF**, the parties have duly executed and delivered this Agreement on the date set forth below.


**WILLIAMSON COUNTY, TEXAS**

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

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

Title: **As Presiding Officer of  
the Williamson County Commissioners Court**

**SACRED HEART COMMUNITY CLINIC**

By:  \_\_\_\_\_  
Date 8-24-23

Title: Exec. Director

Printed Name: Liz Burton-Garcia

**Commissioners Court - Regular Session****49.****Meeting Date:** 08/29/2023

IFB #23IFB89 Aggregates for Surface Treatments to Victory Companies, LLC

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on awarding IFB #23IFB89 Aggregates for Surface Treatments to Victory Companies, LLC and Vulcan Construction Materials LLC for Road and Bridge Department.

**Background**

Williamson County sent out over forty (40) notifications and received three (3) responses for Aggregates for Surface Treatments per Item 302, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014. The Deputy Director of Infrastructure's recommendation is to award to Victory Companies, LLC and Vulcan Construction Materials LLC based on the lowest and best bid for a particular location or type of material. Vulcan who is the third-lowest bidder for item #2 is recommended for award over the second-lowest bidder. In accordance with Local Government Code 262.027 (c), The lower bidder was given notice of award and the opportunity to appear before the Commissioner's Court. The budgeted amount is \$400,000.00. The funding source is 01.0200.0210.003556 (\$300,000.00) and 01.0200.0210.003597 (\$100,000.00) and the point of contact is Terron Evertson.

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**Fiscal Impact**

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

Recommendation Letter

Spreadsheet

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 08/24/2023

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

08/24/2023 08:55 AM

08/24/2023 08:56 AM

Started On: 08/01/2023 10:24 AM



July 25, 2023

Ms. Joy Simonton  
Director/Purchasing Agent  
Williamson County Purchasing Department  
100 Wilco Way, Suite P101  
Georgetown, Texas 78626

Subject: Recommendation for IFB #23IFB89 – Aggregates for Surface Treatments

After reviewing all the pertinent information, we recommend awarding the 23IFB89 Aggregates for Surface Treatments bid to Victory Companies LLC and Vulcan Construction Materials LLC based on lowest and best bid for a particular location or type of material.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.  
Deputy Director of Infrastructure  
Williamson County, TX

## 23IFB89 IFB Aggregates for Surface Treatments

07.18.23

Company: Victory Companies, LLC

Item	Description	Est Qty	Unit	Unit Cost Picked up	Unit Cost delivered
1	Aggregate,TxDOT Item 302 Type D Grade 3	3000	TON	\$ 31.00	\$ 38.20
2	Aggregate,TxDOT Item 302 Type D Grade 4	10000	TON	\$ 27.00	\$ 34.20

Company: Vulcan Construction Material

Item	Description	Est Qty	Unit	Unit Cost Picked up	Unit Cost delivered
1	Aggregate,TxDOT Item 302 Type D Grade 3	3000	TON	NB	NB
2	Aggregate,TxDOT Item 302 Type D Grade 4	10000	TON	\$ 42.00	\$ 89.58

Company: Green Dream International

Item	Description	Est Qty	Unit	Unit Cost Picked up	Unit Cost delivered
1	Aggregate,TxDOT Item 302 Type D Grade 3	3000	TON	\$ 49.50	\$ 65.95
2	Aggregate,TxDOT Item 302 Type D Grade 4	10000	TON	\$ 27.50	\$ 56.10

**Commissioners Court - Regular Session****50.****Meeting Date:** 08/29/2023

FM3349 at US79 (SE Loop Seg 3) HDR Contract Amendment 5

**Submitted By:** Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Contract Amendment No. 5 to the FM 3349 at US 79 contract between Williamson County and HDR Engineering, Inc. relating to the 2019 Road Bond Program.

Project: P332 Fund Source: Road Bonds

**Background**

The Contract Amendment No. 5 updates the Exhibit D - Rate Schedule utilizing the CPI language from the master contract. No other changes are proposed at this time.

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**Fiscal Impact**

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

FM3349atUS79-HDR-Amendment5

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

**Date**

08/24/2023 11:58 AM

Started On: 08/23/2023 02:39 PM

**CONTRACT AMENDMENT NO. 5**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY ROAD BOND PROJECT:**

**FM 3349 at US 79 [P332] (“Project”)**

THIS CONTRACT AMENDMENT NO. 5 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and HDR Engineering, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective July 23, 2019 (the “Contract”);

WHEREAS, the County and the Engineer executed Contract Amendment No. 1 on August 4, 2020 to increase the maximum amount payable under the Contract to \$ 3,350,000.00;

WHEREAS, the County and the Engineer executed Contract Amendment No. 2 on June 29, 2021 to increase the maximum amount payable under the Contract to \$ 3,850,000.000;

WHEREAS, the County and the Engineer executed Contract Amendment No. 3 on August 10, 2021 to revise Exhibit ‘D’ Rate Schedule;

WHEREAS, the County and the Engineer executed Contract Amendment No. 4 on November 17, 2021 to revise Exhibit ‘D’ Rate Schedule and to increase the maximum amount payable under the Contract to \$ 5,150,000.000.

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The hourly Rates in the previous Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D.

All other terms of the Contract are unchanged and will remain in full force and effect.

**IN WITNESS WHEREOF**, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

**ENGINEER:**

By:



Signature

Justin A. Word

Printed Name

Vice President

Title

07/21/2023

Date

**COUNTY:**

By:

Signature

Bill Gravell

Printed Name

County Judge

Title

Date

**APPROVED**

By Christen Eschberger at 11:17 am, Aug 24, 2023



## EXHIBIT D

### RATE SCHEDULE

#### PROJECT: FM 3349 at US 79 [P332]

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

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

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

<u>CPI Equation for Amendment No. 5</u>	
Base	100.00
July 2019 PSA Signed	247.250
April 2023 (Latest Data)	295.315
Delta	19.44%

**Exhibit D**  
**Schedule Direct Labor**  
**PROJECT: FM 3349 at US 79 [P332]**  
**HDR Engineering, Inc.**

<b>Labor/Staff Classification</b>	<b>Original Fully Burdened Labor Rate Per Hour (PSA Executed 7/23/2019)</b>	<b>Current Fully Burdened Labor Rate Per Hour (Approved 8/10/21)</b>	<b>New Fully Burdened Labor Rate Per Hour</b>
Project Manager	\$282.00	\$298.44	\$336.82
Sr. QC Reviewer	\$250.00	\$264.58	\$298.60
Senior Project Engineer	\$207.00	\$219.07	\$247.24
Project Engineer	\$166.00	\$175.68	\$198.27
Design Engineer	\$134.00	\$141.81	\$160.05
EIT	\$119.00	\$125.94	\$142.13
Senior GIS Technician	\$137.00	\$144.99	\$163.63
Sr Engineer Technician	\$116.00	\$122.76	\$138.55
CADD Operator	\$94.00	\$99.48	\$112.27
Senior Environmental Project Manager	\$249.00	\$263.52	\$297.41
Senior Environmental Planner	\$166.00	\$175.68	\$198.27
Senior Environmental Scientist	\$127.00	\$134.41	\$151.69
Environmental Scientist	\$75.00	\$79.37	\$89.58
Admin/Clerical	\$68.00	\$71.97	\$81.22
Sr. Structural Engineer	\$272.00	\$287.86	\$324.88
Structural Engineer	\$178.00	\$188.38	\$212.60
Sr. Drainage Engineer	\$161.00	\$170.39	\$192.30
Sr. Traffic Engineer	\$241.00	\$255.05	\$287.85
Traffic Engineer	\$145.00	\$153.46	\$173.19

**Commissioners Court - Regular Session****51.****Meeting Date:** 08/29/2023

Liberty Hill Bypass TCEQ Agent Authorization

**Submitted By:** Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the Liberty Hill Bypass Project, a 2019 Road Bond Project in Commissioner Pct. 2.  
Project: P346

**Background**

The Liberty Hill Bypass project requires TCEQ approval of a Contributing Zone Plan (CZP) prior to construction. A TCEQ Agent Authorization Form is required to authorize an employee of LJA Engineering to submit the needed CZP Exception for TCEQ review and approval on behalf of the County.

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**Fiscal Impact**

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

LibertyHillBypass-TCEQAgentAuthorizationForm

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

**Date**

08/24/2023 10:20 AM

Started On: 08/23/2023 02:55 PM

**Agent Authorization Form**  
For Required Signature  
Edwards Aquifer Protection Program  
Relating to 30 TAC Chapter 213  
Effective June 1, 1999

I Bill Gravell, Jr.,  
Print Name  
Williamson County Judge,  
Title - Owner/President/Other  
of Williamson County,  
Corporation/Partnership/Entity Name  
have authorized Riley Sladek,  
Print Name of Agent/Engineer  
of LJA Engineering,  
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities.

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to \$10,000 per day per violation.
2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.
3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.
4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.
5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

THE STATE OF \_\_\_\_\_

§ County of \_\_\_\_\_

§  
BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: \_\_\_\_\_

**Commissioners Court - Regular Session****52.****Meeting Date:** 08/29/2023

HNTB 77139 WA5 GEC Road &amp; Bridge Project Mgmt

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 5 in the amount of \$2,668,553.00 to expire September 30, 2024 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant (GEC) - Road and Bridge Project Management, Design Management, and Construction Management.

**Background**

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**Fiscal Impact**

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

HNTB 77139 WA5 GEC Road &amp; Bridge Project Mgmt

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 08/25/2023

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

08/25/2023 02:08 PM

08/25/2023 04:01 PM

Started On: 08/25/2023 12:22 PM

**WORK AUTHORIZATION NUMBER 05**

This Work Authorization is made as of this 1st day of October 2023, under the terms and conditions established in the Agreement for Engineering Services (General Engineering Consultant (GEC) – Road and Bridge Project Management, Design Management, and Construction Management), dated December 17, 2019 (the Agreement), between Williamson County, Texas (County) and HNTB Corporation (Engineer). This Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

*Provide engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for various Williamson County programs and departments, excluding the Williamson County Road Bond Program.*

**Section A. - Scope of Services**

A.1. Engineer shall perform the following Services:

See attached Exhibit B

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Any Services not listed in Exhibit B and/or exceeding the Authorized Fee.

A.3. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to County:

See attached Exhibit B.

**Section B. - Schedule**

This Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 2024. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

October 1, 2023 – September 30, 2024

**Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, County shall pay to Engineer the not-to-exceed amount of \$2,668,553.00 payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to Engineer according to the Rate Schedule and terms of the Agreement.

**Section D. - County's Responsibilities**

County shall perform and/or provide the following in a timely manner so as not to delay the Services of Engineer. Unless otherwise provided in this Work Authorization, County shall bear all costs incident to compliance with the following:

See Attached Exhibit A

**Section E. - Other Provisions**

The parties agree to the following provisions with respect to this specific Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and Engineer have executed this Work Authorization.

Williamson County, Texas  
(County)

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

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

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

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

HNTB Corporation  
(Engineer)

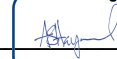
By: \_\_\_\_\_

Name: A. Scott Haywood

Title: Senior Vice President

Date: 8/25/2023

DocuSigned by:



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**EXHIBIT A**  
**SCOPE OF SERVICES TO BE PROVIDED**  
**BY COUNTY**

The services to be provided by COUNTY under the Agreement shall consist of the following items.

1. Furnish all reference documents, information and project data for the development of the projects.
2. Provide traffic data and available schematic layouts for projects in the bond program.
3. Provide design contracts, fee schedules, and project schedules as provided by the project consultants.

**EXHIBIT B****SERVICES TO BE PROVIDED BY THE CONSULTANT**

The services to be performed by the Consultant under this Contract shall consist of providing engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for various Williamson County programs and departments, excluding the Williamson County Road Bond Program.

The Consultant will furnish materials required to perform the engineering services below.

**Program Management**

1. Amend and update, in coordination with the Commissioners Court and County staff, the Long-Range Transportation Plan.
2. Identify specific program activities and update/modify program organizational and management documents, agreements, and process.
3. Meet with Commissioners and County staff monthly to identify priority projects.
4. Maintain unit cost data to develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
5. Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
6. Assist in requesting qualification statements from engineering firms for design services, and from other service providers, as necessary.
7. Assist in selecting or pre-qualifying firms for review and consideration by the Commissioners Court for the road and drainage improvement projects and related activities.
8. Assist County Public Information Officer (PIO) in presenting the most up-to-date and relevant information for posting on the appropriate County website. Review the County website monthly. Provide updated language and exhibits to the PIO as needed for their use in updating the website.
9. Assist the County and Public Involvement consultant in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, website materials, maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.

10. Meet with Texas Department of Transportation (TxDOT) representatives monthly or as new on-system projects are kicked off, to review TxDOT's proposed improvement program for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements and Local On-System Agreements between Williamson County and TxDOT for "partnering" projects.
11. Update as necessary the standardized professional service agreement (PSA) and construction contracts for program activities.
12. Assist County staff and the County Commissioners with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.
13. Provide ongoing monitoring and processing responses to Federal (US DOT and USFWS), State (TxDOT and TCEQ), and local (CAMPO) rulemaking, programs, funding and policy directives. The team will also pursue new funding opportunities from US DOT and CAMPO and assist the County in preparing grant applications and providing information for project/program calls.
14. Coordinate and assist the Environmental Permitting consultants in updating the comprehensive mitigation program for County projects, as needed.
15. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects. Monitor City activities, schedules, and invoices as necessary.
16. Assist in preparation of Development Agreements with Developers partnering with the County to jointly fund and construct projects. Monitor Developer activities, schedules, and invoices as necessary.
17. Provide expert witness assistance in Right of Way (ROW) acquisition cases and other technical assistance, as requested, in legal matters relating to the program activities.
18. Implement and maintain ProjectWise based project database to facilitate project management and coordination of design and construction efforts. Electronic filing system to include program management materials, planning documents, design documents, right-of-way documents, bid documents, and construction documents.
19. Implement and maintain GIS based ROW database to monitor ROW acquisition status and facilitate timely acquisition of ROW for construction projects.
20. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the projects.
21. Prepare and issue project documentation throughout the duration of the project.

**Design & Planning Phase Oversight**

1. Attend meetings with Commissioners, County Staff, TxDOT, local government officials, project engineers and other County consultants as needed.
2. Assist the ROW acquisition team in the coordination of acquisitions services and the timely acquisition of ROW for roadway projects. Provide preliminary cost estimates and a priority acquisition schedule.
3. Manage and oversee the Utility Coordination (UC) consultant activities, including:
  - Provide UC consultant with project list, location maps, and implementation schedule.
  - Facilitate coordination between the UC consultant and design consultants.
  - Review reasonableness of utility conflict strip maps.
  - Facilitate coordination between the UC consultant and local governments. Assist in preparation of Interlocal Agreements with Cities and other government entities regarding the relocation of their utility facilities.
  - Review and process utility agreements submitted by the UC consultant.
  - Monitor anticipated relocation schedules to further the timely relocation of utilities for construction projects.
  - Review and process utility invoices submitted by the UC consultant.
4. Manage and oversee preliminary engineering, planning, and final engineering design activities and preparation of construction documents including:
  - Prepare draft scope of work for each road project.
  - Review final scope of work submitted for each road project.
  - Review reasonableness of engineering fee estimate for each project.
  - Assist Client in negotiation of contracts with selected firms.
  - Conduct kick-off meeting with project firm/team.
  - Review QA/QC plans submitted by design firms for conformance with County requirements.
  - Perform design and constructability reviews and provide one set of comments per submittal, including constructability reviews, in accordance with the Program Procedures Manual.
  - Provide design services for various Williamson County program projects when requested by County.
  - Coordinate environmental activities with design engineers, including project permitting, route/alignment issues, and right-of-way acquisition.
  - Review invoices, as requested.
  - Conduct a maximum of six (6) progress meetings per project and conduct in-house audits of project consultant activities on a monthly basis.
  - Oversee submission of plans to local governments, TxDOT, TxDOT Toll Operations Division (TOD), and Texas Commission on Environmental Quality (TCEQ), as required.
  - Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.
5. Manage and oversee the Environmental consultant activities, including:
  - Facilitate coordination between the Environmental consultant and design consultant.

HNTB Job No. 77139  
Wilco 2019 Road and Bridge GEC

- Coordinate with Environmental consultant to obtain geological assessment, biological assessment, and endangered species habitat assessment for each project. Provide reviews in accordance with the Program Procedures Manual.
  - Review and provide comments on Regional Habitat Conservation Plan (RHCP) applications for construction projects. Submit RHCP applications on behalf of Williamson County.
6. Manage the geotechnical investigations, develop contracts for geotechnical firms as needed, and review and disseminate results from the geotechnical investigations. Provide and/or review pavement design for all county road projects.
7. Manage and oversee survey firm activities, including:
- Prepare or review survey scope of work for on-call or project specific work authorizations.
  - Coordinate with surveyor to obtain field notes for proposed ROW acquisitions.
  - Review draft field notes for accuracy and coordinate with ROW attorney for title search.
  - Coordinate with surveyor to perform miscellaneous tasks, such as staking existing or proposed ROW line, providing aerial or drone photography, or performing topographic survey.
8. Provide constructability reviews for each project, including:
- Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed ROW maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.
  - Perform site visit to confirm the quality of existing site condition information provided in the construction documents.
  - Review proposed construction phasing and verify that the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
  - Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
  - Review geotechnical recommendations and confirm the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
  - Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
  - Review reasonableness of engineering fee estimate for each project.
  - Provide value engineering services for projects outside of scope and budget, as necessary.
9. Provide bid phase services, including:
- Coordinate the preparation of the final bid documents.
  - Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
  - Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
  - Facilitate the pre-bid conference.
  - Prepare/distribute meeting minutes and sign-in sheet to attendees.

- Assist County and design engineer with answering contractor questions during advertisement period.
- Coordinate the preparation and distribution of addenda. Review and approve addenda prior to distribution to plan holders.
- Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
- Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.
- Review design engineer's bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.
- Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.
- Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

### **Construction & Warranty Phase Oversight**

1. Manage and oversee the construction of the projects, including:
  - Coordinate the preparation and execution of the construction contract documents.
  - Prepare and distribute Notice of Award to contractor.
  - Prepare and submit Notice of Intent to TCEQ and others, as required.
  - Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.
  - Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.
  - Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
  - Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
  - Prepare and distribute the Notice to Proceed to contractor.
  - Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate Work Authorizations as needed.
  - Review and evaluate contractor's construction schedule monthly.
  - Receive and process/approve construction submittals. Submittals approved by HNTB will be reviewed and returned to Contractor within fourteen (14) days of receipt.
  - Receive and review/document subcontractor agreements.
  - Perform construction observation and documentation and provide on-site staff on an as-needed basis to oversee construction of the projects.
  - Attend weekly construction progress meetings.
  - Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
  - Photograph ongoing construction activities daily through construction of projects.
  - Prepare monthly construction update presentation for the Court.
  - Prepare and issue traffic control notifications to affected entities.
  - Perform and document traffic control inspections.
  - Perform and document SW3P inspections. Ensure contractor is complying with requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if

- applicable.
- Receive and review QC test results for compliance with the specifications.
  - Schedule oversight (QA) testing on behalf of the County. Oversee the independent testing firms.
  - Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
  - Assist the County in documentation of the DBE program.
  - Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
  - Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
  - Maintain program summary of proposed and executed changes orders for active and completed construction projects.
  - Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
  - Review and recommend for approval monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
  - Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
  - Coordinate with bond holders as necessary in the event of default by the prime contractor.
  - Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).
  - Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.
2. Coordinate, schedule, and attend groundbreaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.
  3. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.
  4. Manage and oversee construction phase engineering design efforts and any necessary plan revisions. Provide QA reviews of construction phase design documents. Reviews

may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.

5. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities, or other local entities for reimbursement of expenditures on jointly funded projects, as needed.
6. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.
7. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure ROW obligations are met during construction.
8. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.
9. Coordinate with State agencies (TxDOT, TxDOT TOD, TCEQ) and local governments to facilitate construction of the projects with respect to facilities owned by these agencies, an/or to expedite the review and approval process of proposed change orders by these agencies.
10. Provide support to the County as requested in the event of a third-party claim.
11. Manage and oversee construction project close-out and warranty period, including:
  - Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.
  - Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
  - Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
  - Obtain final record drawings from Contractor and review for accuracy. Maintain a pdf file containing final record drawings for each project.
  - Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
  - Review and approve final pay application and retainage release.
  - Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
  - Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
  - Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work and prepare/issue notice to contractor upon successful completion of warranty period.
  - Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.



Williamson County Road and Bridge  
General Engineering Consultant

EXHIBIT C  
FEE SCHEDULE

Contract No. 77139  
Work Authorization No. 5

	Principal	Sr. Project Advisor	Sr. Project Manager	Project Manager	Deputy Project Manager	Sr. Engineer	Project Engineer	Design Engineer	EIT	Sr. CADD Technician	Principal Planner	Environmental Specialist	Sr. Environmental Planner	Environmental Planner	GIS Analyst
October 1, 2023 - September 30, 2024	5	869	2,025	1,722	1,443	13	617	821	359	98	4	338	188	211	507
WORK AUTHORIZATION TOTALS	5	869	2,025	1,722	1,443	13	617	821	359	98	4	338	188	211	507
BILLING RATES	\$ 420	\$ 380	\$ 320	\$ 260	\$ 234	\$ 234	\$ 198	\$ 157	\$ 128	\$ 187	\$ 290	\$ 230	\$ 181	\$ 134	\$ 140
TOTAL HNTB LABOR	\$ 2,100	\$ 330,220	\$ 648,000	\$ 447,720	\$ 337,662	\$ 3,042	\$ 122,166	\$ 128,897	\$ 45,952	\$ 18,326	\$ 1,160	\$ 77,740	\$ 34,028	\$ 28,274	\$ 70,980
HNTB Fee October 1, 2023 - September 30, 2024															
SUBTOTAL															
JOB TOTALS															

Williamson County Road and Bridge  
General Engineering Consultant

EXHIBIT C  
FEE SCHEDULE

Contract No. 77139  
Work Authorization No. 5

	Sr. Urban Planner	Urban Planner	Sr. Construction Manager	Construction Manager	Sr. Business Manager	Project Analyst	Project Controls	Sr. Scheduler	Scheduler	Administrative Assistant	Intern	TOTALS
October 1, 2023 - September 30, 2024	125	389	6	6	4	99	4	-	6	-	208	11,167
WORK AUTHORIZATION TOTALS	125	389	6	6	4	99	4	-	6	-	208	11,167
BILLING RATES	\$ 228	\$ 130	\$ 220	\$ 193	\$ 230	\$ 112	\$ 106	\$ 234	\$ 185	\$ 89	\$ 87	
TOTAL HNTB LABOR	\$ 28,500	\$ 50,570	\$ 1,320	\$ 1,158	\$ 920	\$ 11,088	\$ 424	\$ -	\$ 1,110	\$ -	\$ 18,096	\$ 2,608,553

	Total Hours	Expenses		Labor	Subconsultant Fees	TOTAL FEE
		Print/Repro	Travel			
HNTB Fee October 1, 2023 - September 30, 2024 SUBTOTAL	11,167 11,167	\$ 10,000	\$ 50,000	\$ 2,608,553	\$ -	\$ 2,668,553 \$ 2,668,553
JOB TOTALS	11,167	\$ 10,000	\$ 50,000	\$ 2,608,553	\$ -	\$ 2,668,553

**Commissioners Court - Regular Session****53.****Meeting Date:** 08/29/2023

HNTB 70391 WA5 GEC Road Bond Project Mgmt

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 5 in the amount of \$16,783,490.00 to expire September 30, 2024 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant (GEC) - Road Bond Project Management, Design Management, and Construction Management. Funding source: Road Bonds.

**Background**

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**Fiscal Impact**

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

HNTB 70391 WA5 GEC Road Bond Project Mgmt

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 08/25/2023

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

08/25/2023 02:08 PM

08/25/2023 04:02 PM

Started On: 08/25/2023 12:52 PM

**ANNUAL FISCAL YEAR WORK AUTHORIZATION NUMBER 05**

This Annual Fiscal Year Work Authorization is made as of this 1st day of October 2023, under the terms and conditions established in the Agreement for Engineering Services (General Engineering Consultant (GEC) – Road Bond Project Management, Design Management, and Construction Management), dated December 17, 2019 (the Agreement), between Williamson County, Texas (County) and HNTB Corporation (Engineer). This Annual Fiscal Year Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

*Provide engineering management services required to initiate and monitor production of contract documents and construction for the projects in the Williamson County 2019 Road Bond Program.*

**Section A. - Scope of Services**

A.1. Engineer shall perform the following Services:

See attached Exhibit B

A.2. The following Services are not included in this Annual Fiscal Year Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Any Services not listed in Exhibit B and/or exceeding the Authorized Fee.

A.3. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to County:

See attached Exhibit B.

**Section B. - Schedule**

This Annual Fiscal Year Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 2024. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

October 1, 2023 – September 30, 2024

**Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, County shall pay to Engineer the not-to-exceed amount of \$ 16,783,490.00 payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to Engineer according to the Rate Schedule and terms of the Agreement.

**Section D. - County's Responsibilities**

County shall perform and/or provide the following in a timely manner so as not to delay the Services of Engineer. Unless otherwise provided in this Annual Fiscal Year Work Authorization, County shall bear all costs incident to compliance with the following:

See Attached Exhibit A

**Section E. - Other Provisions**

The parties agree to the following provisions with respect to this specific Annual Fiscal Year Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and Engineer have executed this Annual Fiscal Year Work Authorization.

Williamson County, Texas  
(County)

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

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

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

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

HNTB Corporation  
(Engineer)

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

Name: A. Scott Haywood

Title: Senior Vice President

Date: 8/25/2023

DocuSigned by:

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**EXHIBIT A**  
**SCOPE OF SERVICES TO BE PROVIDED**  
**BY COUNTY**

The services to be provided by COUNTY under the Agreement shall consist of the following items for the Williamson County Road Bond Program road and drainage projects.

1. Furnish all reference documents, information and project data for the development of the projects.
2. Provide traffic data and available schematic layouts for projects in the bond program.
3. Provide design contracts, fee schedules, and project schedules as provided by the project consultants.

**EXHIBIT B****SERVICES TO BE PROVIDED BY THE CONSULTANT**

The services to be performed by the Consultant under this Contract shall consist of providing engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for the Williamson County Road Bond Program.

The Consultant will furnish materials required to perform the engineering services below.

**Program Management**

1. Identify specific program activities and update/modify program organizational and management documents, agreements, and process.
2. Meet with Commissioners and County staff monthly to identify priority projects.
3. Maintain unit cost data to develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
4. Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
5. Assist in requesting qualification statements from engineering firms for design services, and from other service providers, as necessary.
6. Assist in selecting or pre-qualifying firms for review and consideration by the Commissioners Court for the road and drainage improvement projects and related activities.
7. Assist County Public Information Officer (PIO) in presenting the most up-to-date and relevant information for posting on the appropriate County website. Review the County website monthly. Provide updated language and exhibits to the PIO as needed for their use in updating the website.
8. Assist the County and Public Involvement consultant in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, website materials, maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.
9. Meet with Texas Department of Transportation (TxDOT) representatives monthly or as new on-system projects are kicked off, to review TxDOT's proposed improvement program

HNTB Job No. 70391  
Wilco 2019 Road Bond GEC

for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements and Local On-System Agreements between Williamson County and TxDOT for “partnering” projects.

10. Update as necessary the standardized professional service agreement (PSA) and construction contracts for program activities.
11. Assist County staff and the County Commissioners with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.
12. Provide ongoing monitoring and processing responses to Federal (US DOT and USFWS), State (TxDOT and TCEQ), and local (CAMPO) rulemaking, programs, funding and policy directives. Specifically, the team will focus on proposals that could affect project development and timely delivery of 2019 Road Bond projects. The team will also pursue new funding opportunities from US DOT and CAMPO and assist the County in preparing grant applications and providing information for project/program calls.
13. Amend and update, in coordination with the Commissioners Court and County staff, the Long-Range Transportation Plan.
14. Coordinate and assist the Environmental Permitting consultants in updating the comprehensive mitigation program for County Road bond projects, as needed.
15. Provide engineering program activities related to establishing the systems and procedures to implement the design and construction of road and drainage projects, including:
  - Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.
  - Prepare a Master Schedule for the Road Bond Program, including planning activities, design, right-of-way acquisition and construction phases. The Master Schedule will be updated monthly throughout the duration of the program and maintained in P6 or Microsoft Project.
  - Maintain Bond Program Standard Procedures Manual.
  - Maintain Bond Program Standard Forms.
  - Maintain Bond Program Engineering Design Criteria.
  - Maintain Bond Program Plan Preparation Criteria.
  - Provide an annual update of the Standard Detail sheets.
  - Review existing Construction Specifications and revise, as necessary. Create new Construction Specifications and Provisions, as needed.
  - Review existing Williamson County Bid Package and Contract Documents and revise, as necessary.
16. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects. Monitor City activities, schedules, and invoices as necessary.



17. Assist in preparation of Development Agreements with Developers partnering with the County to jointly fund and construct projects. Monitor Developer activities, schedules, and invoices as necessary.
18. Provide expert witness assistance in Right of Way (ROW) acquisition cases and other technical assistance, as requested, in legal matters relating to the program activities.
19. Implement and maintain ProjectWise based project database to facilitate project management and coordination of design and construction efforts. Electronic filing system to include program management materials, planning documents, design documents, right-of-way documents, bid documents, and construction documents.
20. Implement and maintain GIS based ROW database to monitor ROW acquisition status and facilitate timely acquisition of ROW for construction projects.
21. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the construction phase of road bond projects.
22. Prepare and issue project documentation throughout the duration of the project.
23. Continually identify and assess industry best practices that might be of value to the Road Bond Program.

### **Design & Planning Phase Oversight**

1. Attend meetings with Commissioners, County Staff, TxDOT, local government officials, project engineers and other County consultants as needed.
2. Assist the ROW acquisition team in the coordination of acquisitions services and the timely acquisition of ROW for roadway projects. Provide preliminary cost estimates and a priority acquisition schedule.
3. Manage and oversee the Utility Coordination (UC) consultant activities, including:
  - Provide UC consultant with project list, location maps, and implementation schedule.
  - Facilitate coordination between the UC consultant and design consultants.
  - Review reasonableness of utility conflict strip maps.
  - Facilitate coordination between the UC consultant and local governments. Assist in preparation of Interlocal Agreements with Cities and other government entities regarding the relocation of their utility facilities.
  - Review and process utility agreements submitted by the UC consultant.
  - Monitor anticipated relocation schedules to further the timely relocation of utilities for construction projects.
  - Review and process utility invoices submitted by the UC consultant.
4. Manage and oversee preliminary engineering, planning, and final engineering design activities and preparation of construction documents including:
  - Prepare draft scope of work for each road project.
  - Review final scope of work submitted for each road project.

- Review reasonableness of engineering fee estimate for each project.
  - Assist Client in negotiation of contracts with selected firms.
  - Conduct kick-off meeting with project firm/team.
  - Review QA/QC plans submitted by design firms for conformance with County requirements.
  - Perform design and constructability reviews and provide one set of comments per submittal, including constructability reviews, in accordance with the Program Procedures Manual.
  - Provide design services for Road Bond projects when requested by County.
  - Coordinate environmental activities with design engineers, including project permitting, route/alignment issues, and right-of-way acquisition.
  - Review invoices, as requested.
  - Conduct a maximum of six (6) progress meetings per project and conduct in-house audits of project consultant activities on a monthly basis.
  - Oversee submission of plans to local governments, TxDOT, TxDOT Toll Operations Division (TOD), and Texas Commission on Environmental Quality (TCEQ), as required.
  - Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.
5. Manage and oversee the Environmental consultant activities, including:
- Facilitate coordination between the Environmental consultant and design consultant.
  - Coordinate with Environmental consultant to obtain geological assessment, biological assessment, and endangered species habitat assessment for each project. Provide reviews in accordance with the Program Procedures Manual.
  - Review and provide comments on Regional Habitat Conservation Plan (RHCP) applications for construction projects. Submit RHCP applications on behalf of Williamson County.
6. Manage the geotechnical investigations, develop contracts for geotechnical firms as needed, and review and disseminate results from the geotechnical investigations. Provide and/or review pavement design for all county road projects.
7. Manage and oversee survey firm activities, including:
- Prepare or review survey scope of work for on-call or project specific work authorizations.
  - Coordinate with surveyor to obtain field notes for proposed ROW acquisitions.
  - Review draft field notes for accuracy and coordinate with ROW attorney for title search.
  - Coordinate with surveyor to perform miscellaneous tasks, such as staking existing or proposed ROW line, providing aerial or drone photography, or performing topographic survey.
8. Provide constructability reviews for each project, including:
- Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed ROW maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.
  - Perform site visit to confirm the quality of existing site condition information provided in the construction documents.

- Review proposed construction phasing and verify that the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
  - Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
  - Review geotechnical recommendations and confirm the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
  - Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
  - Review reasonableness of engineering fee estimate for each project.
  - Provide value engineering services for projects outside of scope and budget, as necessary.
9. Provide bid phase services, including:
- Coordinate the preparation of the final bid documents.
  - Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
  - Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
  - Facilitate the pre-bid conference.
  - Prepare/distribute meeting minutes and sign-in sheet to attendees.
  - Assist County and design engineer with answering contractor questions during advertisement period.
  - Coordinate the preparation and distribution of addenda. Review and approve addenda prior to distribution to plan holders.
  - Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
  - Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.
  - Review design engineer's bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.
  - Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.
  - Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

### **Construction & Warranty Phase Oversight**

1. Manage and oversee the construction of the projects, including:
- Coordinate the preparation and execution of the construction contract documents.
  - Prepare and distribute Notice of Award to contractor.
  - Prepare and submit Notice of Intent to TCEQ and others, as required.
  - Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.
  - Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.

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Wilco 2019 Road Bond GEC

- Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
- Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
- Prepare and distribute the Notice to Proceed to contractor.
- Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate Work Authorizations as needed.
- Review and evaluate contractor's construction schedule monthly.
- Receive and process/approve construction submittals. Submittals approved by HNTB will be reviewed and returned to Contractor within fourteen (14) days of receipt.
- Receive and review/document subcontractor agreements.
- Perform construction observation and documentation and provide on-site staff on an as-needed basis to oversee construction of the projects.
- Attend weekly construction progress meetings.
- Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
- Photograph ongoing construction activities daily through construction of projects.
- Prepare monthly construction update presentation for the Court.
- Prepare and issue traffic control notifications to affected entities.
- Perform and document traffic control inspections.
- Perform and document SW3P inspections. Ensure contractor is complying with requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if applicable.
- Receive and review QC test results for compliance with the specifications.
- Schedule oversight (QA) testing on behalf of the County. Oversee the independent testing firms.
- Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- Assist the County in documentation of the DBE program.
- Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
- Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
- Maintain program summary of proposed and executed changes orders for active and completed construction projects.
- Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
- Review and recommend for approval monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract

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Wilco 2019 Road Bond GEC

- time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
- Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
  - Coordinate with bond holders as necessary in the event of default by the prime contractor.
  - Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).
  - Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.
2. Coordinate, schedule, and attend groundbreaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.
  3. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.
  4. Manage and oversee construction phase engineering design efforts and any necessary plan revisions. Provide QA reviews of construction phase design documents. Reviews may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.
  5. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities, or other local entities for reimbursement of expenditures on jointly funded projects, as needed.
  6. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.
  7. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure ROW obligations are met during construction.
  8. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.
  9. Coordinate with State agencies (TxDOT, TxDOT TOD, TCEQ) and local governments on behalf of the Road Bond Team to facilitate construction of the Road Bond projects with respect to facilities owned by these agencies, and/or to expedite the review and approval process of proposed change orders by these agencies.
  10. Provide support to the County as requested in the event of a third-party claim.
  11. Manage and oversee construction project close-out and warranty period, including:
    - Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.

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- Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
- Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
- Obtain final record drawings from Contractor and review for accuracy. Maintain a pdf file containing final record drawings for each project.
- Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
- Review and approve final pay application and retainage release.
- Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
- Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
- Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work and prepare/issue notice to contractor upon successful completion of warranty period.
- Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

Williamson County Road Bond Program  
General Engineering Consultant

EXHIBIT C  
FEE SCHEDULE

Contract No. 70391  
Work Authorization No. 5

	Principal	Sr. Project Advisor	Sr. Project Manager	Project Manager	Deputy Project Manager	Sr. Engineer	Project Engineer	Design Engineer	EIT	Sr. CADD Technician	CADD Technician	Principal Planner	Environmental Specialist	Sr. Environmental Planner	Environmental Planner	GIS Analyst	Sr. Public Involvement Representative	Sr. Urban Planner	Urban Planner	Sr. Construction Manager
October 1, 2023 - September 30, 2024	1,452	4,293	9,981	6,825	1,872	333	4,780	1,569	7,772	58	70	139	306	1,508	649	1,398	2	461	1,220	221
WORK AUTHORIZATION TOTALS	1,452	4,293	9,981	6,825	1,872	333	4,780	1,569	7,772	58	70	139	306	1,508	649	1,398	2	461	1,220	221
BILLING RATES	\$ 420	\$ 380	\$ 320	\$ 260	\$ 234	\$ 234	\$ 198	\$ 157	\$ 128	\$ 187	\$ 94	\$ 290	\$ 230	\$ 181	\$ 134	\$ 140	\$ 136	\$ 228	\$ 130	\$ 220
TOTAL HNTB LABOR	\$ 609,840	\$ 1,631,340	\$ 3,193,920	\$ 1,774,500	\$ 438,048	\$ 77,922	\$ 946,440	\$ 246,333	\$ 994,816	\$ 10,846	\$ 6,580	\$ 40,310	\$ 70,380	\$ 272,948	\$ 86,966	\$ 195,720	\$ 272	\$ 105,108	\$ 158,600	\$ 48,620
HNTB Fee October 1, 2023 - September 30, 2024 SUBTOTAL																				
JOB TOTALS																				

Williamson County Road Bond Program  
General Engineering Consultant

EXHIBIT C  
FEE SCHEDULE

Contract No. 70391  
Work Authorization No. 5

	Construction Manager	Sr. Construction Representative	Construction Representative III	Construction Representative II	Sr. Developer	Developer II	Developer	Sr. Business Manager	Project Analyst	Quality Manager	Sr. Project Controls	Project Controls	Sr. Scheduler	Scheduler	Administrative Assistant	Intern	TOTALS
October 1, 2023 - September 30, 2024	4,109	4,065	10,250	2,065	64	530	66	5	384	79	6,240	6,389	-	34	162	2,736	82,087
WORK AUTHORIZATION TOTALS	4,109	4,065	10,250	2,065	64	530	66	5	384	79	6,240	6,389	-	34	162	2,736	82,087
BILLING RATES	\$ 193	\$ 181	\$ 158	\$ 146	\$ 201	\$ 176	\$ 130	\$ 230	\$ 112	\$ 187	\$ 169	\$ 106	\$ 234	\$ 185	\$ 89	\$ 87	
TOTAL HNTB LABOR	\$ 793,037	\$ 735,765	\$ 1,619,500	\$ 301,490	\$ 12,864	\$ 93,280	\$ 8,580	\$ 1,150	\$ 43,008	\$ 14,773	\$ 1,054,560	\$ 677,234	\$ -	\$ 6,290	\$ 14,418	\$ 238,032	\$ 16,523,490
												Total Hours	Expenses			Subconsultant	TOTAL
													Reproduction / Headlight	Travel	Labor	Labor	FEE
HNTB Fee October 1, 2023 - September 30, 2024 SUBTOTAL												82,087 82,087	\$ 50,000	\$ 210,000	\$ 16,523,490		\$ 16,783,490 \$ 16,783,490
JOB TOTALS												82,087	\$ 50,000	\$ 210,000	\$ 16,523,490	\$ -	\$ 16,783,490



**Commissioners Court - Regular Session****54.****Meeting Date:** 08/29/2023

Hero Way Purchase Contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with FM 269 Investors, LLC for 5.690 acres needed as right of way and a remainder tract of 4.537 acres for the Hero Way project (Parcel 306). Funding Source: Road Bonds P326

**Background**

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**Fiscal Impact**

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

contract

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

**Date**

08/24/2023 11:55 AM

Started On: 08/23/2023 02:01 PM

**REAL ESTATE CONTRACT**

**Hero Way Right of Way**

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **FM 269 INVESTORS, LLC** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I  
PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

Tract One:

Being a 5.690-acre tract, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-1" attached hereto and incorporated herein **(Parcel 306)**; and

Tract Two:

Being a 4.537-acre tract, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-2" attached hereto and incorporated herein **(Parcel 306R)**;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits A-1 and A-2 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 and Additional Compensation**

2.01. The Purchase Price for the Property shall be the sum of **THREE MILLION NINE HUNDRED FORTY-SEVEN THOUSAND TWENTY-FIVE** and 00/100 Dollars (\$3,947,025.00).

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash or other good funds at the Closing.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than the two Master Lease Agreements as previously disclosed to Purchaser, and to be assigned to Purchaser at Closing under the terms of this Contract.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

Tract One of 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 September 30, 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 Exhibits A-1 and A-2, and deliver to Purchaser a duly executed Assignment of Leases to Williamson County, Texas, conveying such leasehold interests in and to all of the Property, all free and clear of any and all monetary liens, restrictions and leases, 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. The Assignment of Leases shall be in the form as shown in Exhibit “C” attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause 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 and collected 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 September 30, 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:**

FM 269 INVESTORS, LLC

By:   
John M. Scofield  
President

Address: 3604 Arrowhead Dr  
Austin TX 78731

Date: Aug 21, 2023

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

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

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



**County:** Williamson  
**Parcel:** 306  
**Highway:** FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 306

METES & BOUNDS DESCRIPTION FOR A 5.690 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 15.783 ACRE TRACT OF LAND AS CONVEYED TO FM 269 INVESTORS, LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIENS RECORDED IN DOCUMENT NUMBER 2008015124 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 5.690 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**BEGINNING** at a 1/2-inch iron rod found on the north right-of-way line of Hero Way (width varies) as dedicated by Document Numbers 2009071322 and 2009087880, both of the Official Public Records of Williamson County, Texas, on the west line of a called 10.00 acre tract of land as conveyed to James G. Velchoff and Wife, Deborah K. Velchoff by Warranty Deed recorded in Volume 2583, Page 862 of the Official Records of Williamson County, Texas, and by Correction Warranty Deed recorded in Document Number 9550265 of the Official Public Records of Williamson County, Texas, at the southeast corner of the above described FM 269 Investors 15.783 acre tract, and at the northeast corner of a called 1.4665 acre tract of land described as Parcel 6 as dedicated in said Document Number 2009087880 of the Official Public Records of Williamson County, Texas, for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found on the north right-of-way line of said Hero Way, at the common south corner of said Parcel 6 and said Velchoff Tract, bears S 20°58'21" E a distance of 71.42 feet;

THENCE, with the north right-of-way line of said Hero Way and the south line of said FM 269 Investors 15.783 acre tract, the following four (4) courses:

- 1) S 68°56'32" W a distance of 388.69 feet to a 1/2-inch iron rod with a cap stamped "Pape Dawson" found for an angle point;
- 2) S 74°44'12" W a distance of 306.28 feet to a 1/2-inch iron rod with a cap stamped "Pape Dawson" found for the beginning of a non-tangent curve to the left;

- 3) Along said curve to the left, an arc distance of 52.78 feet, having a radius of 1,054.56 feet, a central angle of  $02^{\circ}52'04''$  and a chord which bears  $S 73^{\circ}53'41'' W$  a distance of 52.78 feet to a 1/2-inch iron rod with a cap stamped "Pape Dawson" found for corner; and
- 4)  $S 72^{\circ}06'48'' W$  a distance of 44.88 feet to a calculated point at the southwest corner of said FM 269 Investors 15.783 acre tract, and at the southeast corner of a called 9.205 acre tract of land as conveyed to Florida Rock Industries, Inc. by Special Warranty Deed recorded in Document Number 2023036116 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "Pape Dawson" found at the southwest corner of said Florida Rock Industries 9.205 acre tract, bears  $S 72^{\circ}06'48'' W$  a distance of 50.27 feet;

THENCE, departing the north right-of-way line of said Hero Way, with the west line of said FM 269 Investors 15.783 acre tract and the east line of said Florida Rock Industries 9.205 acre tract,  $N 21^{\circ}03'15'' W$  a distance of 322.85 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,821.81, E: 3,081,941.22) set for the northwest corner of the herein described tract, 191.25 feet left of FM 2243 baseline station 106+70.37, from which a 1/2-inch iron rod with cap stamped "West 4188" found at the northwest corner of said FM 269 Investors 15.783 acre tract, and at an interior corner of said Florida Rock Industries 9.205 acre tract, bears  $N 21^{\circ}03'15'' W$  a distance of 212.70 feet;

THENCE, departing the east line of said Florida Rock Industries 9.205 acre tract, over and across said FM 269 Investors 15.783 acre tract,  $N 74^{\circ}21'51'' E$  a distance of 760.03 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the right, 126.11 feet left of FM 2243 baseline station 114+23.77;

THENCE, continuing over and across said FM 269 Investors 15.783 acre tract, along said curve to the right, an arc distance of 35.81 feet, having a radius of 4,347.00 feet, a central angle of  $00^{\circ}28'19''$  and a chord which bears  $N 61^{\circ}59'37'' E$  a distance of 35.81 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the east line of said FM 269 Investors 15.783 acre tract and the west line of said Velchoff Tract, for the northeast corner of the herein described tract, 131.51 feet left of FM 2243 baseline station 114+58.85, from which a 1/2-inch iron rod found at the most northerly common corner of said Florida Rock Industries 9.205 acre tract and said Velchoff Tract, bears  $N 20^{\circ}47'02'' W$  a distance of 721.90 feet;

THENCE, with the east line of said FM 269 Investors 15.783 acre tract and the west line of said Velchoff Tract, S 20°47'02" E a distance of 293.33 feet to the **POINT OF BEGINNING** and containing 5.690 acres (247,866 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

**PRELIMINARY**  
**This document shall not be  
recorded for any purpose.**

\_\_\_\_\_  
Jonathan O. Nobles RPLS Number 5777

\_\_\_\_\_  
Date

BGE, Inc.

101 West Louis Henna Blvd., Suite 400

Austin, TX 78728

Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502

Client: Williamson County

Date: May 20, 2022

Revised: August 5, 2022

Revised: June 7, 2023

Project Number: 7473-00



LEGEND

CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
NO.	NUMBER
NOS.	NUMBERS
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.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
S.N.S.	STREET NAME SIGN
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.B.O.V.	WATER BLOW-OFF VALVE
W.F.	WATER FAUCET
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO 2008015124 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NOS.
{ }	RECORD INFO FOR DOC. NO 2009087880 O.P.R.W.C.
(( ))	RECORD INFO FOR DOC. NO 2004036768 O.P.R.W.C.
{{ }}	RECORD INFO FOR DOC. NO 9550265 O.P.R.W.C.
●	RECORD INFO FOR DOC. NO 2023036116 O.P.R.W.C.
○	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
▲	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	FOUND 60D NAIL
X	CALCULATED POINT
—DHT—	WIRE FENCE
—OHP—	OVERHEAD TELEPHONE
//	OVERHEAD POWER
[10.2]	EDGE OF ASPHALT
	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 72°06'48" W	44.88'
L2	S 72°06'48" W	50.27'
L4	N 20°47'02" W	721.90'
L5	S 20°58'21" E	71.42'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	[N 21°01'01" W]	[27.86']
L2	[S 71°57'14" W]	[95.19']
L5	[S 20°42'50" E]	[70.66']

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	52.78'	1,054.56'	2°52'04"	S 73°53'41" W	52.78'
C2	35.81'	4,347.00'	0°28'19"	N 61°59'37" E	35.81'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C2	[52.97']	[1,054.56']	[2°52.40"]	[S 73°23'33" W]	[52.96']

PRELIMINARY  
PENDING FINAL  
REVIEW

REVISED 08/05/2022: UPDATED TITLE COMMITMENT  
REVISED 06/07/2023: UPDATED PARCEL LINEWORK



**BGE, Inc.**  
101 West Louis Hema Bldg, Suite 400, Austin, TX 78728  
Tel: 512-879-0400 • www.bgeinc.com  
TBPUS Licensed Surveying Firm No. 10106502

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PARCEL PLAT  
SHOWING PARCEL 306  
5.690 ACRES  
FM 2243  
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'  
Job No.: 7473-00  
Date: 05/20/2022  
Page: 5 of 6

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-158460, DATED EFFECTIVE JULY 1, 2022 AND ISSUED ON JULY 11, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 2142, PAGE 942 AND VOLUME 2147, PAGE 836, OFFICIAL RECORDS, WILLAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.2 AN ELECTRIC LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018087954 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2009087879 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-040-00 OF RECORD IN DOCUMENT NO. 2017011285 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON 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.

PRELIMINARY  
PENDING FINAL  
REVIEW

JONATHAN O. NOBLES RPLS NO. 5777  
BGE, INC.  
101 WEST LOUIS HENNA BLVD., SUITE 400  
AUSTIN, TEXAS 78728  
TELEPHONE: (512) 879-0400

REVISED 08/05/2022: UPDATED TITLE COMMITMENT  
REVISED 06/07/2023: UPDATED PARCEL LINENWORK



**BGE, Inc.**  
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
Tel: 512-879-0400 • [www.bgeinc.com](http://www.bgeinc.com)  
TBP L.S. Licensed Surveying Firm No. 10106502

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PARCEL PLAT  
SHOWING PARCEL 306  
5.690 ACRES  
FM 2243  
WILLAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	05/20/2022	6 of 6

**County:** Williamson  
**Parcel:** 306R  
**Highway:** FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 306R

METES & BOUNDS DESCRIPTION FOR A 4.537 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 15.783 ACRE TRACT OF LAND AS CONVEYED TO FM 269 INVESTORS, LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIENS RECORDED IN DOCUMENT NUMBER 2008015124 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 4.537 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 north right-of-way line of Hero Way (width varies) as dedicated by Document Numbers 2009071322 and 2009087880, both of the Official Public Records of Williamson County, Texas, on the west line of a called 10.00 acre tract of land as conveyed to James G. Velchoff and Wife, Deborah K. Velchoff by Warranty Deed recorded in Volume 2583, Page 862 of the Official Records of Williamson County, Texas, and by Correction Warranty Deed recorded in Document Number 9550265 of the Official Public Records of Williamson County, Texas, at the southeast corner of the remainder of the above described FM 269 Investors 15.783 acre tract, and at the northeast corner of a called 1.4665 acre tract of land described as Parcel 6 as dedicated in said Document Number 2009087880 of the Official Public Records of Williamson County, Texas; Thence, with the east line of said FM 269 Investors 15.783 acre tract and the west line of said Velchoff Tract, N 20°47'02" W a distance of 293.33 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,043.44, E: 3,082,704.65) set at the beginning of a non-tangent curve to the left for the southeast corner and **POINT OF BEGINNING** of the herein described tract, 131.51 feet left of FM 2243 baseline station 114+58.85;

THENCE, departing the west line of said Velchoff Tract, over and across said FM 269 Investors 15.783 acre tract, along said curve to the left, an arc distance of 35.81 feet, having a radius of 4,347.00 feet, a central angle of 00°28'19" and a chord which bears S 61°59'37" W a distance of 35.81 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for angle point, 126.11 feet left of FM 2243 baseline station 114+23.77;

THENCE, continuing over and across said FM 269 Investors 15.783 acre tract, S 74°21'51" W a distance of 760.03 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the west line of said FM 269 Investors 15.783 acre tract and the east line of a called 9.205 acre tract of land as conveyed to Florida Rock Industries, Inc. by Special Warranty Deed recorded in Document Number 2023036116 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, 191.25 feet left of FM 2243 baseline station 106+70.37;

THENCE, with the west line of said FM 269 Investors 15.783 acre tract and the east line of said Florida Rock Industries 9.205 acre tract, N 21°03'15" W a distance of 212.70 feet to a 1/2-inch iron rod with a cap stamped "West 4188" found at the northwest corner of said FM 269 Investors 15.783 acre tract, and at an interior corner of said Florida Rock Industries 9.205 acre tract, for the northwest corner of the herein described tract, 403.95 feet left of FM 2243 baseline station 106+69.97;

THENCE, with the north line of the remainder of said FM 269 Investors 15.783 acre tract and the south line of said Florida Rock Industries 9.205 acre tract, N 69°04'14" E a distance of 793.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the west line of said Velchoff Tract, at the northeast corner of the remainder of said FM 269 Investors 15.783 acre tract, and at the most easterly southeast corner of said Florida Rock Industries 9.205 acre tract, for the northeast corner of the herein described tract, 409.82 feet left of FM 2243 baseline station 114+51.63, from which a 1/2-inch iron rod found at the most northerly common corner of said Florida Rock Industries 9.205 acre tract and said Velchoff Tract, bears N 20°47'02" W a distance of 443.49 feet;

THENCE, with the east line of said FM 269 Investors 15.783 acre tract and the west line of said Velchoff Tract, S 20°47'02" E a distance of 278.41 feet to the **POINT OF BEGINNING** and containing 4.537 acres (197,619 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

\_\_\_\_\_  
 Date

Client: Williamson County  
 Date: August 15, 2023  
 Project Number: 7473-00



# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

11/23/2023  
SUBJECT, A-123

ROGER BEASLEY MAZDA, INC.  
CALLED 13.342 ACRES  
DOC. NO. 2022042091 O.P.R.W.C.

FLORIDA ROCK  
INDUSTRIES, INC.  
CALLED 9.205 ACRES  
DOC. NO. 2023036116  
O.P.R.W.C.

{N 69°03'53" E 793.49'}  
N 69°04'14" E 793.50'

W/L STA 106+69.97  
403.95' LT  
"WEST 4188"

STA 114+51.63  
409.82' LT

**PARCEL 306R 4.537 ACRES**  
197,619 SQUARE FEET  
A PORTION OF A CALLED 15.783 ACRES  
FM 269 INVESTORS, LLC  
DOC. NO. 2008015124 O.P.R.W.C.

**PRELIMINARY  
PENDING FINAL  
REVIEW**

JAMES G. VELCHOFF AND WIFE,  
DEBORAH K. VELCHOFF  
CALLED 10.00 ACRES  
VOL. 2583, PG. 862 O.R.W.C. &  
CORRECTED BY DOC. NO. 9550265 O.P.R.W.C.

**PARCEL 306E  
PROPOSED 100'  
ELEC. ESMT.**

S 74°21'51" W 760.03'

FM 269 INVESTORS, LLC  
REMAINDER OF A  
CALLED 15.783 ACRES  
DOC. NO. 2008015124  
O.P.R.W.C.

**PARCEL 306  
PROPOSED  
FM 2243 R.O.W.**

STA 114+23.77  
126.11' LT  
C1  
N 20°47'02" W 1,015.23'  
(19°26'42" W)  
(19°29'30" W))  
AMP

PROPOSED R.O.W.  
STA 106+70.37  
191.25' LT  
N 21°03'15" W 212.70'  
535.55'  
535.67'  
N 19°41'06" W 21°02'12" N  
CONC. ROAD  
DIRT ROAD  
NOTICE SIGN  
P.P. W/GUY & RECLOSER  
FLORIDA ROCK INDUSTRIES, INC.  
CALLED 9.205 ACRES  
DOC. NO. 2023036116 O.P.R.W.C.

PROPOSED F.M. 2243 BASELINE 110+00

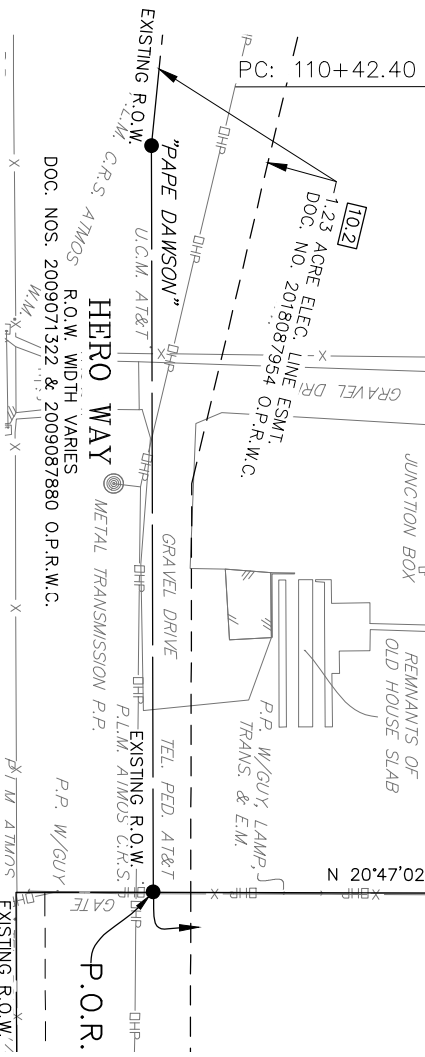
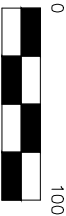
**BGE, Inc.**  
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
Tel: 512-879-0400 • www.bgeinc.com  
TBPLS Licensed Surveying Firm No. 10106502  
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**PARCEL PLAT SHOWING**

**PARCEL 306R  
4.537 ACRES  
FM 2243**

**WILLIAMSON COUNTY, TEXAS**

Scale: 1"=100'  
Job No.: 7473-00  
Date: 08/15/2023  
Page: 3 of 5



LEGEND

CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
G.P.	GATE POST
NO.	NUMBER
NOS.	NUMBERS
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.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
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.B.O.V.	WATER BLOW-OFF VALVE
W.F.	WATER FAUCET
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NOS.
(( ))	2008015123 & 2008015124 O.P.R.W.C.
{{ }}	RECORD INFO FOR DOC. NO 9550265 O.P.R.W.C.
•	RECORD INFO FOR DOC. NO 2023036116 O.P.R.W.C.
○	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
□	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	SET 1/2" IRON ROD W/CAP "BGE INC"
— x —	CALCULATED POINT
— DHT —	WIRE FENCE
— DHP —	OVERHEAD TELEPHONE
//	OVERHEAD POWER
	EDGE OF ASPHALT
[10.2]	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 20°47'02" W	443.49'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	{{N 20°47'39" W}}	{{443.17}}

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	35.81'	4,347.00'	0°28'19"	S 61°59'37" W	35.81'

PRELIMINARY  
PENDING FINAL  
REVIEW



**BGE, Inc.**  
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
Tel: 512-879-0400 • www.bgeinc.com  
TBPUS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING  
PARCEL 306R  
4.537 ACRES  
FM 2243  
WILLIAMSON COUNTY, TEXAS

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 FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-158460, DATED EFFECTIVE JUNE 1, 2023 AND ISSUED ON JUNE 8, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 2142, PAGE 942 AND VOLUME 2147, PAGE 836, OFFICIAL RECORDS, WILLAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.2 AN ELECTRIC LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018087954 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2009087879 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-040-00 OF RECORD IN DOCUMENT NO. 2017011285 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, DO 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.

PRELIMINARY  
PENDING FINAL  
REVIEW

JONATHAN O. NOBLES RPLS NO. 5777  
BGE, INC.  
101 WEST LOUIS HENNA BLVD., SUITE 400  
AUSTIN, TEXAS 78728  
TELEPHONE: (512) 879-0400



**BGE, Inc.**  
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
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TBP/LS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING  
PARCEL 306R  
4.537 ACRES  
FM 2243  
WILLAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/15/2023	5 of 5

# EXHIBIT "B"

Parcel 306 + 306R

## DEED

Hero Way/RM 2243 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 **FM 269 INVESTORS, LLC**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

Tract One:

Being a 5.690-acre tract, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-1" attached hereto and incorporated herein (**Parcel 306**); and

Tract Two:

Being a 4.537-acre tract, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-2" attached hereto and incorporated herein (**Parcel 306R**);

**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 public roadway facilities and related appurtenances.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Property described in Exhibit "A" is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2023.

*[signature pages follow]*

**GRANTOR:**

**FM 269 INVESTORS, LLC**

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

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

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

**ACKNOWLEDGMENT**

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

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This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, in the capacity and for the purposes and consideration recited therein.

---

Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
Attn: County Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

# EXHIBIT "C"

STATE OF TEXAS

\*

\*

ASSIGNMENT OF LEASE

\*

COUNTY OF WILLIAMSON

\*

## ASSIGNMENT OF LEASES

This Assignment of Lease ("Assignment") is made by and between FM 269 INTERESTS, LLC, ("Assignor") and WILLIAMSON COUNTY, TEXAS ("Assignee").

WHEREAS, Assignor has by Deed of even date herewith granted, sold, and conveyed to Assignee the following described real property (the "Leased Premises"):

Tract One: Being a 5.690 acre tract, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-1" attached hereto and incorporated herein **(Parcel 306)**; and

Tract Two: Being a 4.537 acre tract, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-2" attached hereto and incorporated herein **(Parcel 306R)**;

WHEREAS, portions of the Leased Premises are presently burdened by (1) a Master Lease Agreement, a copy of which is attached hereto as Exhibit "B-1", between Assignor as Landlord and LineTec Services, LLC as Tenant; and (2) a Master Lease Agreement, a copy of which is attached hereto as Exhibit "B-2", between Assignor as Landlord and Patrick Winghaman/Blex Enterprises as Tenant, (collectively the "Leases");

WHEREAS, as a consequence of the conveyance described herein and pursuant to the terms of the real estate contract for the conveyance, Assignor desires to assign the Leases to Assignee;

NOW, THEREFORE, the parties agree as follows:

1. **Conveyance.** Assignor, for good and valuable consideration, hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Leases covering the Leased Premises.
2. **Assignor Warranties.** Assignor does hereby warrant that the Leases is in full force and effect and without default on the part of the Assignor, and Assignor does hereby agree to indemnify and hold Assignee harmless from and against all claims, demands, and causes of action arising out of any alleged default on the part of the Landlord Assignor as a result of defaults alleged to have arisen prior to the date of this Assignment.

3. **Security Deposits.** Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Security Deposits, if any, and any other prepaid rents or items provided for in the subject Leases or actually received by Assignor, and hereby tenders said Security Deposit to Assignee by manner agreed between the parties hereto, together with any and all documents necessary to complete such assignment, transfer or conveyance.
4. **Keys.** Assignor hereby agrees to transfer all keys and other appropriate items connected with the Leased Premises to Assignee or its designated agent at a mutually convenient place and time.
5. **Hold Harmless.** To the extent allowed by law, Assignee does thereby agree to indemnify and hold Assignor harmless from and against any and all claims, demands, and causes of action arising from the Leased Premises, the Leases, or out of any alleged default on the part of the Lessor after the date of this Assignment.

Assignor hereby agrees to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered any and all such further acts and assurances as Assignee may reasonably require to perfect Assignee's interest in the Leased Premises.

SIGNED and EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

*[signature pages follow]*



ASSIGNOR:

FM 269 INVESTORS, LLC

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

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

Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

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This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

ASSIGNEE:

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

## **ACKNOWLEDGMENT**

STATE OF TEXAS                                 §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2023 by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

# EXHIBIT "B-1" TO ASSIGNMENT

## MASTER LEASE AGREEMENT

THE STATE OF TEXAS                    {}  
   {}      KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF WILLIAMSON               {}

WITNESS this agreement between, FM 269 Interests, LLC, with his principal office in the County of Travis, State of Texas, hereinafter called "Lessor", and LineTec Services, LLC hereinafter called "Lessee"

- (a) That in consideration of the covenants, conditions, agreements hereof and rentals to be paid hereunder, Lessor does hereby let and lease to the Lessee, and Lessee hereby rents from Lessor the premises located at 1450 FM 269 Leander, Texas consisting of approximately 2.0 acres of land more or less; referred to as the "Property".
- (b) Said Property is leased for a term beginning on April 1, 2017 (Date of Commencement) and continuing month to month thereafter.
- (c) That for the use of said Property during the term of this lease, Lessee agrees to pay to Lessor, at its office in Austin, Travis County, Texas, in cash of valid Check each month, the sum of \$800.00 commencing April 1, 2017, and continuing regularly and monthly on the first day of each and every month thereafter.
  - (a) Lessee shall take good care of the Property and suffer no waste and shall, at Lessee's own expense and cost, repair and maintain the Property and keep all of the same in repair; and at the end of or other expiration of the term of this lease, Lessee shall deliver up the Property in their present order and condition, natural deterioration and damaged by fire and other insured perils only excepted.
  - (b) This Lease can be terminated by either party without cause upon 30 days notice to the other party..
- (c) Lessee shall not assign or sublet the Property without the written consent of the Lessor.
- (d) Lessee agrees at its cost and expense that it will indemnify and save and hold harmless the Lessor against and from any loss, cost, damage, claim and expense arising out of any injury to any person or damage to any property, including

injuries resulting in death, due directly or indirectly to the use of the Property, by the said Lessee, or any customer(s), invitee(s), or person(s) holding under Lessee.

- (e) Lessee agrees to carry suitable Indemnity Insurance to cover any liability by reason of any accident or injury to damage or death to person or property in the amount of \$1,000,000.00 additional insured and evidence of such policy shall be furnished to Lessor.
- (f) In case of a default in any of the covenants herein, Lessor may enforce the performance of this lease in any mode provided by law and/or equity. If any default of Lessee continues uncured by Lessee for a period of ten (10) days after Lessor gives Lessee notice of such default as provided in the Lease, Lessor may, without further notice to Lessee, and without limiting the remedies which may be otherwise provided it by law or equity and without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or breach of covenant, require any combination of the following, 1) pay the remaining balance of the lease, 2) pay the residual value of the lease, 3) return all of the Property.
- (g) In the event that an involuntary petition in bankruptcy is filed against Lessee, or the Lessee shall file a petition for relief under the U. S. Bankruptcy Code, or be adjudged bankrupt, or shall make a voluntary assignment for the benefit of creditors, or in the event that a receiver of the Lessee shall be appointed, then, at the option of the Lessor and upon notice to the Lessee of the exercise of such option, this lease shall cease and come to an end.
- (h) Lessor makes no warranty, express or implied, as to the physical condition of the Property and all warranties, are expressly disclaimed by Lessor Lessee accepts the Property as in and in their present condition.
- (i) This agreement expresses the entire contract between the parties and this agreement shall not be extended, added to or detracted from except by further agreement in writing between the parties. It is understood and agreed that the waiving of any of the covenants of this lease by either party hereto shall be limited to the particular instance and shall not be deemed to waive and other breaches of said covenant.
- (j) Any notices to be given hereunder by either party to the shall be in writing and should be effected by personal service or by sending the same by registered, certified or express mail, postage prepaid, return receipt requested. All notices to Lessee shall be addressed to P.O. 13650 Alexandria, LA 71315 and to Lessor


shall be addressed to 3604 Arrowhead Dr. Austin, Texas 78731 or such other address as Lessor may in writing, specify.

Executed effective as of the 28 day of March, 2017.

LESSOR – FM 269 Interests, LLC

By:   
John M. Scofield, President

LESSEE – LineTec Services, LLC

By:   
Authorized signer  
Cory Close



# EXHIBIT "B-2" TO ASSIGNMENT

## Waiver of Liability, Assumption of Risk, and Indemnity Agreement

**Waiver:** In consideration of permission to use, today and on all future dates, the property, facilities, at 1450 FM 269 Leander, Texas, Line Tec Services, LLC, do hereby release, waive, discharge, and covenant not to sue **FM 269 Interests, LLC, Scofield Construction Services, LLC; Redi-Mix, LLC**, its directors, officers, employees, and agents ("Company") from liability from any and all claims ~~including the negligence of the Company~~ resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, use of facilities, mobile/motor homes, premises, or equipment.

  
\_\_\_\_\_  
Line Tec Services, LLC

3/16/17  
\_\_\_\_\_  
Date

~~**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD HARMLESS FM 269 Interests, LLC, Scofield Construction Services, LLC; Redi-Mix, LLC from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my use of the facilities, mobile/motor homes, premises, at 1450 FM 269 Leander, Texas and to reimburse them for any such expenses incurred.~~

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

  
\_\_\_\_\_  
Line Tec Services, LLC

3/16/17  
\_\_\_\_\_  
Date

## MASTER LEASE AGREEMENT

THE STATE OF TEXAS                    {}  
  {}     KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF WILLIAMSON            {}

WITNESS this agreement between, FM 269 Interests, LLC, with his principal office in the County of Travis, State of Texas, hereinafter called "Lessor", and Patrick Wighaman/Blex Enterprises, hereinafter called "Lessee"

- (a) That in consideration of the covenants, conditions, agreements hereof and rentals to be paid hereunder, Lessor does hereby let and lease to the Lessee, and Lessee hereby rents a non-exclusive surface from Lessor the premises located at 1450 FM 269 Leander, Texas consisting of approximately 2.0 acres of land more or less; referred to as the "Property".
- (b) Said Property is leased for a term beginning on December 1, 2018 (Date of Commencement) and continuing month to month thereafter.
- (c) That for the use of said Property during the term of this lease, Lessee agrees to pay to Lessor, at its office in Austin, Travis County, Texas, in cash of valid Check each month, the sum of \$500.00 commencing December 1, 2018, and continuing regularly and monthly on the first day of each and every month thereafter.
  - (a) Lessee shall take good care of the Property and suffer no waste and shall, at Lessee's own expense and cost, repair and maintain the Property and keep all of the same in repair; and at the end of or other expiration of the term of this lease, Lessee shall deliver up the Property in their present order and condition, natural deterioration and damaged by fire and other insured perils only excepted.
  - (b) This Lease can be terminated by either party without cause upon 30 days notice to the other party.
- (c) Lessee shall not assign or sublet the Property without the written consent of the Lessor.
- (d) Lessee agrees at its cost and expense that it will indemnify and save and hold harmless the Lessor against and from any loss, cost, damage, claim and expense arising out of any injury to any person or damage to any property, including



injuries resulting in death, due directly or indirectly to the use of the Property, by the said Lessee, or any customer(s), invitee(s), or person(s) holding under Lessee.

- (e) Lessee agrees to carry suitable Indemnity Insurance to cover any liability by reason of any accident or injury to damage or death to person or property in the amount of \$1,000,000.00 additional insured and evidence of such policy shall be furnished to Lessor.
- (f) In case of a default in any of the covenants herein, Lessor may enforce the performance of this lease in any mode provided by law and/or equity. If any default of Lessee continues uncured by Lessee for a period of ten (10) days after Lessor gives Lessee notice of such default as provided in the Lease, Lessor may, without further notice to Lessee, and without limiting the remedies which may be otherwise provided it by law or equity and without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or breach of covenant, require any combination of the following, 1) pay the remaining balance of the lease, 2) pay the residual value of the lease, 3) return all of the Property.
- (g) In the event that an involuntary petition in bankruptcy is filed against Lessee, or the Lessee shall file a petition for relief under the U. S. Bankruptcy Code, or be adjudged bankrupt, or shall make a voluntary assignment for the benefit of creditors, or in the event that a receiver of the Lessee shall be appointed, then, at the option of the Lessor and upon notice to the Lessee of the exercise of such option, this lease shall cease and come to an end.
- (h) Lessor makes no warranty, express or implied, as to the physical condition of the Property and all warranties, are expressly disclaimed by Lessor Lessee accepts the Property as in and in their present condition.
- (i) This agreement expresses the entire contract between the parties and this agreement shall not be extended, added to or detracted from except by further agreement in writing between the parties. It is understood and agreed that the waiving of any of the covenants of this lease by either party hereto shall be limited to the particular instance and shall not be deemed to waive and other breaches of said covenant.
- (j) Any notices to be given hereunder by either party to the shall be in writing and should be affected by personal service or by sending the same by registered, certified or express mail, postage prepaid, return receipt requested. All notices to Lessee shall be addressed to P.O. Box 1001 and to Lessor shall be

Refugio, TX 78377



addressed to 3604 Arrowhead Dr. Austin, Texas 78731 or such other address as Lessor may in writing, specify.

Executed effective as of the \_\_\_\_ day of November 30, 2018.

LESSOR – FM 269 Interests, LLC

By: John M. Scofield  
John M. Scofield, President

LESSEE – Patrick Wighaman/Blex Enterprises

By: Patrick Wighaman  
Authorized signer

**Commissioners Court - Regular Session****55.****Meeting Date:** 08/29/2023

Liberty Hill Bypass Purchase Contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Michael and Linda Harlow for 0.29 acres needed as right of way on the Liberty Hill Bypass project (Parcel 6). Funding Source: Road Bonds P346

**Background**

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**Fiscal Impact**

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

contract

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

**Date**

08/24/2023 12:03 PM

Started On: 08/24/2023 11:18 AM

## **REAL ESTATE CONTRACT**

Liberty Hill Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **MICHAEL FORBES HARLOW AND LINDA LUNSFORD HARLOW** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

### **ARTICLE I PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.029 acres (1,264 square foot) tract of land, out of and situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 6**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

### **ARTICLE II PURCHASE PRICE AND ADDITIONAL COMPENSATION**

#### **Purchase Price**

2.01. The Purchase Price for the fee simple Property interests described in Exhibit A shall be the sum of NINE THOUSAND SIX HUNDRED NINETY and 09/100 Dollars (\$9,690.09).

#### **Payment of Purchase Price and Additional Compensation**

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V  
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before September 15, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit A, conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Special Warranty Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable.
- (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"; and
- (d) that such other documents required from Seller are prepared at no cost to Seller and do not require Seller to make any additional representations, indemnifications, or promises to Purchaser, the Title Company, or any other person except as otherwise specifically provided in this contract.

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

#### Prorations

5.04. General real estate taxes for the then-current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Special Warranty Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

### **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

### **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the

terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

## **ARTICLE VIII MISCELLANEOUS**

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### Legal Construction

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

### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

### Time of Essence

8.06. Time is of the essence in this Contract.

#### Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

#### Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

#### Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

#### Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioners' court, which date is indicated beneath the County Judge's signature below.

#### Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

#### Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after August 31, 2023, to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation, and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties 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:**

Michael Forbes Harlow  
Michael Forbes Harlow

Date: 8-24-2023

**SELLER:**

Linda Lunsford Harlow  
Linda Lunsford Harlow

Date: 8-24-2023

**PURCHASER:**  
WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

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

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





## PLAT TO ACCOMPANY PARCEL DESCRIPTION

## LEGEND

- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ IRON ROD FOUND W/PLASTIC CAP
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 60/D NAIL FOUND
- △ CALCULATED POINT
- IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)
- P PROPERTY LINE
- ( ) RECORD INFORMATION
- LINE BREAK
- DENOTES COMMON OWNERSHIP
- P.O.B. POINT OF BEGINNING
- N.T.S. NOT TO SCALE
- D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

309+00  
BAGDAD ROAD BASELINE

NO.	DIRECTION	DISTANCE
L1	S64°32'15"W	13.72'
L2	S19°39'42"E	99.96'
(L2)	(N17°W)	(100.0')
L3	N75°29'22"E	5.62'
L4	N19°39'42"W	236.96'
(L4)	(N17°00'W)	(238.00')

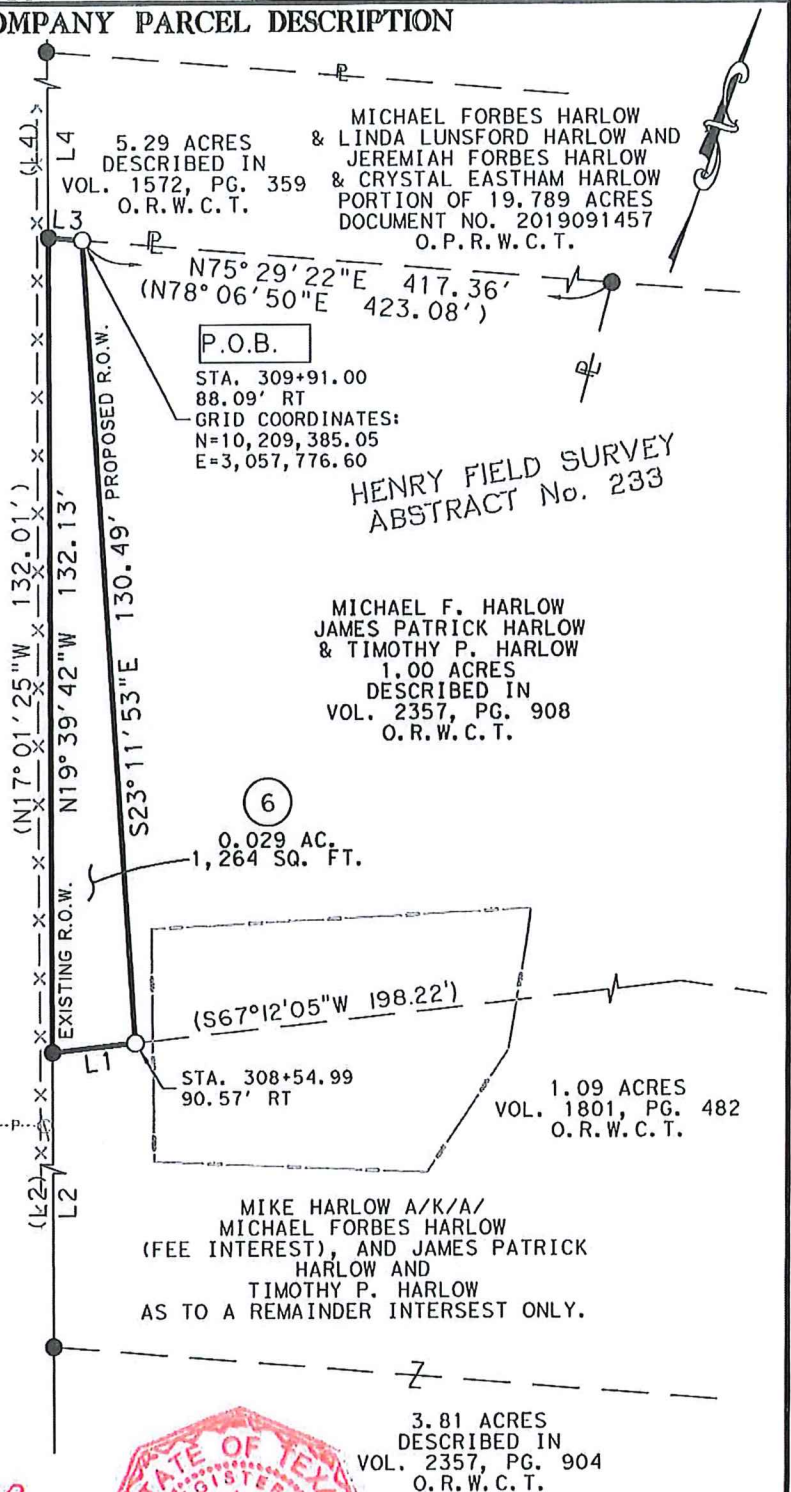
1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-152473, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 10, 2021, ISSUE DATE AUGUST 19, 2021.

NO ITEMS TO ADDRESS IN SCHEDULE "B".

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

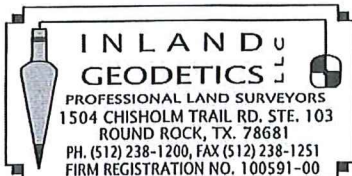
*M. Stephen Truesdale* **4 MAR 2022**  
M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681



3.81 ACRES  
DESCRIBED IN  
VOL. 2357, PG. 904  
O.R.W.C.T.

MICHAEL FORBES HARLOW  
& LINDA LUNSFORD HARLOW AND  
JEREMIAH FORBES HARLOW  
& CRYSTAL EASTHAM HARLOW  
PORTION OF 19.789 ACRES  
DOCUMENT NO. 2019091457  
O.P.R.W.C.T.

REV: 03/03/2022



PARCEL PLAT SHOWING PROPERTY OF  
**MICHAEL FORBES HARLOW  
& LINDA LUNSFORD HARLOW**

SCALE  
1" = 30'

PROJECT  
BAGDAD ROAD

COUNTY  
WILLIAMSON

**PARCEL 6**  
0.029 ACRES  
1,264 Sq. Ft.

PAGE 2 OF 2

Exhibit "B"

Parcel 6

**DEED**  
Liberty Hill Bypass 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 **MICHAEL FORBES HARLOW AND LINDA LUNSFORD HARLOW**, 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 0.029 acres (1,264 square foot) tract of land, out of and situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 6**);

;

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Liberty Hill Bypass.

**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, through, or under Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this \_\_\_\_ day of \_\_\_\_\_, 2023.

*[signature page follows]*

**GRANTOR:**

\_\_\_\_\_  
Michael Forbes Harlow

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2023 by Michael Forbes Harlow, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTOR:**

\_\_\_\_\_  
Linda Lunsford Harlow

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2023 by Linda Lunsford Harlow, 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****56.****Meeting Date:** 08/29/2023

FY 2023/2024 Proposed Budget Order

**Submitted For:** Bill Gravell**Submitted By:** Andrea Schiele, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on the FY 2023/2024 Budget Order.

**Background**

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**Fiscal Impact**

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

FY 2023/2024 Proposed Budget Order - Track Changes

FY 2023/2024 Proposed Budget Order - No Mark Up

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 08/23/2023

**Reviewed By**

Becky Pruitt

**Date**

08/23/2023 01:58 PM

Started On: 08/23/2023 12:52 PM

**STATE OF TEXAS  
COUNTY OF WILLIAMSON  
AN ORDER ADOPTING THE 2023/2024 COUNTY BUDGET**

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2023/2024;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

**POLICIES RELATED TO COMPENSATION AND BENEFITS**

**I. SALARIES**

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	\$159,116.88
b)	Judge of the County Court at Law #1	\$170,999.96
c)	Judge of the County Court at Law #2	\$170,999.96
d)	Judge of the County Court at Law #3	\$193,399.96
e)	Judge of the County Court at Law #4	\$193,399.96
f)	Judge of the County Court at Law #5	\$156,999.96
g)	County Attorney	\$176,586.80
h)	County Sheriff	\$165,548.76
i)	County Clerk	\$141,076.78
j)	District Clerk	\$141,076.78
k)	County Tax Assessor/Collector	\$141,932.96
l)	County Treasurer	\$130,783.90
m)	Each County Commissioner	\$139,859.98
n)	Each Justice of the Peace	\$121,113.98
o)	Each Constable	\$116,287.86

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

## II. HOLIDAYS

The established holiday schedule for paid holidays for the 2023/2024 budget year is as follows:

Veterans Day	Friday	November 10, 2023
Thanksgiving Holiday	Thursday Friday	November 23, 2023 November 24, 2023
Christmas Holiday	Monday Tuesday	December 25, 2023 December 26, 2023
New Year's Holiday	Monday	January 1, 2024
Martin Luther King Day	Monday	January 15, 2024
President's Day	Monday	February 19, 2024
Good Friday	Friday	March 29, 2024
Memorial Day	Monday	May 27, 2024
Emancipation Day	Wednesday	June 19, 2024
Independence Holiday	Thursday	July 4, 2024
Labor Day	Monday	September 2, 2024

Note: The Williamson County Employee Policy Manual contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

## III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices. In the event an employee separates from Williamson County's employment, any supplemental pay will be calculated through the last day worked. Please note that total amounts may not be exact due to the rounding within our systems.

1. Field Training Officer Pay (FTO) –Designated positions listed below will be paid per month:

**Sheriff's Office** – Maximum of 19 positions, including two CID, \$175

**Corrections** – Maximum of 32 positions, \$175

**Emergency Medical Services** – Maximum of 20 positions, \$175

**Emergency Communications** - Maximum of 16 positions, \$100 per pay period

2. Supplemental Pay - Designated positions will be paid amount listed per month.

**Sheriff's Office** – Maximum of 10 positions for CIT at \$250 per month  
- Maximum of 32 positions for Detectives at \$350 per month

**Corrections** – Maximum of 24 positions for Bailiff at \$250 per month  
Maximum of 2 positions for Detective at \$350 per month.  
Maximum of 4 positions for Lead Control Room Officer at \$250 per month  
Maximum of 2 position for Paramedic at \$1,100 per month  
Maximum of 5 positions for EMT-Advanced at \$700 per month  
Maximum of 22 positions for EMT-Basic at \$400 per month

**Emergency Medical Services** - Maximum of 11 positions for EMT- Advanced at \$300 per month

4. On-Call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services.

**District Attorney's Office** – Maximum of 1 Asst. District Attorney, \$100 per week from the General Fund and \$500 from the District Attorney's Asset Forfeiture Funds.

**Facilities Maintenance** – Maximum of 2 non-exempt positions, \$100 per week

**Public Safety IT** – Maximum of 1 position, \$200 per week

**WC Radio Communication System** - Maximum of 1 position, \$100 per week

**Sheriff's Office** – Maximum of 2 Detectives, \$100 per week  
Maximum of 1 Sergeant, \$100 per week  
Maximum of 1 Crime Scene, \$100 per week  
Maximum of 1 Animal Control Officer, \$100 per week  
Maximum of 1 Livestock Deputy, \$100 per week  
Maximum of 1 Victims Assistance, \$100 per week

**Corrections** - Maximum of 4 Commissioned Corrections Officers, \$100 per week

5. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid by the office listed below to all attorneys who maintain certification by the Texas Board of Legal Specialization.

**District Attorney** – Maximum of 18 positions, \$5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund.

6. Board Supplements – Designated positions will be paid for serving on a specific board(s).  
**Juvenile Board** – County Judge and District Judges (6), \$400 per month.
7. County Supplements – Williamson County portion of elected state positions.  
**District Attorney** – 1 position, \$18,000, paid equally over 26 pay periods  
**District Judges** – 6 positions, \$13,200 per year, paid equally over 26 pay periods.
8. Court Admin Supplement – Paid to the Court Admin of the presiding District Judge, for additional duties. 1 position, \$5,500 per year, paid equally over 26 pay periods.
9. Bilingual Stipend – Paid to the approved employee with funding allocated during the annual budget process for additional duties. Number of positions approved will vary based on workplace needs.  
  
**Basic** - \$50 per month, annually \$600  
**Advanced** - \$100 per month, annually \$1,200

#### IV. CATASTROPHIC EVENT PAY



##### **PURPOSE**

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

##### **BACKGROUND**

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

- A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical, and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.
- B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

##### **POLICY**

###### **1. Non-exempt Compensation**

Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for

those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

## **2. Exempt Compensation**

At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate. Only pay periods with hours worked that equal or exceed 88 hours and at least 8 hours for the event, should be submitted for possible compensation.

## **V. FINANCIAL POLICIES**

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures.

The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement (\$2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1<sup>st</sup> of the previous year to April 30<sup>th</sup> of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 35% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

### **Use and Distribution of Specific Special Revenue Funds and Accounts**

6. **Child Safety Fund:** – This fund is used to deposit a \$1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of \$25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County’s Children’s Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund:** The Employee fund is used to deposit proceeds collected from Williamson County’s vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

- a) To offset the cost of county employee events
- b) Flowers for the death of a county employee only
- c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):
  - i. The employee must be vested (8 years of service)
  - ii. \$60.00 allowed for employees with up to 15 years of service
  - iii. \$120.00 allowed for employees with over 15 years of service
- d) Employee recognition events and programs
- e) Maximum of \$300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
  - i. Elected Official serving in his/her capacity for at least 1 term
  - ii. Department Head who must be vested (8 years of service)
  - iii. Employee with 20 years of service or more

No reimbursement of sales tax will be allowed.

The amount allowed for use may never exceed the actual balance in the fund.



9. **WM-City of Hutto and Hutto ISD Fund:** The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

#### 11. **Financial – General Procedures**

- a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.
- b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.
- c) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.
  - i) Funds for recruitment items must be approved during the annual budget process.
  - ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
  - iii) "Give away" items such as pens, pencils, etc. should not exceed \$5.00 per item.

All purchases must follow procurement guidelines.

## VI. **PURCHASING – GENERAL PROCEDURES**

1. Williamson County adheres to Texas Local Government Code and Williamson County Purchasing Policy. Williamson County Purchasing and Procurement Card (P-Card) policies are intended to provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them.

2. The Williamson County Purchasing Manual, P-Card Manual, as well as other more detailed information directing specific purchasing procedures and processes, can be located on the SharePoint Purchasing Portal at: <https://wilco365.sharepoint.com/purchasingportal>.

This site provides county departments access to:

- a. Policies, Procedures and Manuals
- b. Training Materials
- c. Forms
- d. Guides and other tools to assist in the purchasing process

3. The County Auditor's Office will audit P-Card Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by the Purchasing Department and the County Auditor's Office. Actions may include:

- a. Retraining
- b. Reduction of credit limits
- c. Suspension of account

**Theft, fraud or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.**

4. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

<http://www.wilco.org/CountyDepartments/Purchasing>

## **VII. COUNTY VEHICLES**

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county and utilizes a county owned vehicle during their workday, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

- a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
- b) Each Constable and Deputy Constables
- c) Investigators in the District Attorney and County Attorneys offices
- d) Two on call maintenance employees designated by the Maintenance Division Director

- e) Division Commanders, and Operation Commander(s) approved by EMS Director
- f) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call
- g) The Assistant County Engineer for Maintenance Operations, the Director of Field Operations, (9) Senior Foremen and Foreman
- h) The Director of Emergency Management and the Deputy Director of Emergency Management
- i) The Wireless Communications Tower Technician

The Senior Director of Emergency Services and the Sheriff have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special “large scale” events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.

***The following list has been grandfathered by the court, will not be expanded, unless approved by the Commissioners Court, and shall show significant decreases in each budget year until phased out.***

**Sheriff’s Office**

S. Zion  
D. Garrett

**Constable Office Pct. 2**

S. Holt

**Emergency Services**

T. Huntley

The following list has been exempted from the out of county policy for take home vehicles by the court.

**Sheriff’s Office**

W. Steffen  
J. Sapien  
J. Helm  
J. Guinn  
J. Foster

***County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each workday at the facility where the primary office is located. It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.***

2. A County Fleet Committee will review fleet policies and purchase requests and make recommendations for budgeting purposes. This committee will consist of one representative

from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Risk Management, Infrastructure, Purchasing, and the Sheriff's Office. The Auditor's Office is a non-voting member. The Purchasing Department shall coordinate the annual vehicle solicitation each summer with the goal of issuing all vehicle purchase orders for the upcoming fiscal year in the first week of October to expedite delivery. Only those vehicles approved during the budget process shall be purchased.

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### **VIII. CELL PHONE POLICY**

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a Stipend Policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

#### **Procedures for the Stipend Policy**

1. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.
2. Seven levels of cell phone stipends will be established:
  - \$10.00 Per Month – (\$5.00 per pmt)
  - \$15.00 Per Month - (\$7.50 per pmt)
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  - \$30.00 Per Month – (\$15.00 per pmt)
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  - \$40.00 Per Month – (\$20.00 per pmt)
3. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.
4. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.
5. Expenditures over the allowed stipend will not be reimbursed.

6. An approved cell phone stipend will not follow an employee if the employee changes positions.

7. Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend have obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service, if requested. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

#### **IX. COMMISSIONERS COURT**

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of 5 for, and 0 against on the \_\_\_\_ of August 2023.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

\_\_\_\_\_  
Bill Gravell, County Judge

\_\_\_\_\_  
Nancy E. Rister, County Clerk

**STATE OF TEXAS  
COUNTY OF WILLIAMSON  
AN ORDER ADOPTING THE 2023/2024 COUNTY BUDGET**

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2023/2024;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

**POLICIES RELATED TO COMPENSATION AND BENEFITS**

**I. SALARIES**

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	\$159,116.88
b)	Judge of the County Court at Law #1	\$170,999.96
c)	Judge of the County Court at Law #2	\$170,999.96
d)	Judge of the County Court at Law #3	\$193,399.96
e)	Judge of the County Court at Law #4	\$193,399.96
f)	Judge of the County Court at Law #5	\$156,999.96
g)	County Attorney	\$176,586.80
h)	County Sheriff	\$165,548.76
i)	County Clerk	\$141,076.78
j)	District Clerk	\$141,076.78
k)	County Tax Assessor/Collector	\$141,932.96
l)	County Treasurer	\$130,783.90
m)	Each County Commissioner	\$139,859.98
n)	Each Justice of the Peace	\$121,113.98
o)	Each Constable	\$116,287.86

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

## II. HOLIDAYS

The established holiday schedule for paid holidays for the 2023/2024 budget year is as follows:

Veterans Day	Friday	November 10, 2023
Thanksgiving Holiday	Thursday Friday	November 23, 2023 November 24, 2023
Christmas Holiday	Monday Tuesday	December 25, 2023 December 26, 2023
New Year's Holiday	Monday	January 1, 2024
Martin Luther King Day	Monday	January 15, 2024
President's Day	Monday	February 19, 2024
Good Friday	Friday	March 29, 2024
Memorial Day	Monday	May 27, 2024
Emancipation Day	Wednesday	June 19, 2024
Independence Holiday	Thursday	July 4, 2024
Labor Day	Monday	September 2, 2024

Note: The Williamson County Employee Policy Manual contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

## III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices. In the event an employee separates from Williamson County's employment, any supplemental pay will be calculated through the last day worked. Please note that total amounts may not be exact due to the rounding within our systems.

1. Field Training Officer Pay (FTO) –Designated positions listed below will be paid per month:

**Sheriff's Office** – Maximum of 19 positions, including two CID, \$175

**Corrections** – Maximum of 32 positions, \$175

**Emergency Medical Services** – Maximum of 20 positions, \$175

**Emergency Communications** - Maximum of 16 positions, \$100 per pay period

2. Supplemental Pay - Designated positions will be paid amount listed per month.

**Sheriff's Office** – Maximum of 10 positions for CIT at \$250 per month  
- Maximum of 32 positions for Detectives at \$350 per month

**Corrections** – Maximum of 24 positions for Bailiff at \$250 per month  
Maximum of 2 positions for Detective at \$350 per month.  
Maximum of 4 positions for Lead Control Room Officer at  
\$250 per month  
Maximum of 2 position for Paramedic at \$1,100 per month  
Maximum of 5 positions for EMT-Advanced at \$700 per month  
Maximum of 22 positions for EMT-Basic at \$400 per month

**Emergency Medical Services** - Maximum of 11 positions for EMT- Advanced  
at \$300 per month

3. On-Call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services.

**District Attorney's Office** – Maximum of 1 Asst. District Attorney, \$100 per week from the General Fund and \$500 from the District Attorney's Asset Forfeiture Funds.

**Facilities Maintenance** – Maximum of 2 non-exempt positions, \$100 per week

**Public Safety IT** – Maximum of 1 position, \$200 per week

**WC Radio Communication System** - Maximum of 1 position, \$100 per week

**Sheriff's Office** – Maximum of 2 Detectives, \$100 per week

Maximum of 1 Sergeant, \$100 per week

Maximum of 1 Crime Scene, \$100 per week

Maximum of 1 Animal Control Officer, \$100 per week

Maximum of 1 Livestock Deputy, \$100 per week

Maximum of 1 Victims Assistance, \$100 per week

**Corrections** - Maximum of 4 Commissioned Corrections Officers, \$100 per week

4. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid by the office listed below to all attorneys who maintain certification by the Texas Board of Legal Specialization.

**District Attorney** – Maximum of 18 positions, \$5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund.



5. Board Supplements – Designated positions will be paid for serving on a specific board(s).

**Juvenile Board** – County Judge and District Judges (6), \$400 per month.

6. County Supplements – Williamson County portion of elected state positions.

**District Attorney** – 1 position, \$18,000, paid equally over 26 pay periods

**District Judges** – 6 positions, \$13,200 per year, paid equally over 26 pay periods.

7. Court Admin Supplement – Paid to the Court Admin of the presiding District Judge, for additional duties. 1 position, \$5,500 per year, paid equally over 26 pay periods.

8. Bilingual Stipend – Paid to the approved employee with funding allocated during the annual budget process for additional duties. Number of positions approved will vary based on workplace needs.

**Basic** - \$50 per month, annually \$600

**Advanced** - \$100 per month, annually \$1,200

#### **IV. CATASTROPHIC EVENT PAY**

##### **PURPOSE**

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

##### **BACKGROUND**

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

- A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical, and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.
- B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

##### **POLICY**

###### **1. Non-exempt Compensation**

Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for

those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

## **2. Exempt Compensation**

At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate. Only pay periods with hours worked that equal or exceed 88 hours and at least 8 hours for the event, should be submitted for possible compensation.

## **V. FINANCIAL POLICIES**

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures.

The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement (\$2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1<sup>st</sup> of the previous year to April 30<sup>th</sup> of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 35% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

### **Use and Distribution of Specific Special Revenue Funds and Accounts**

6. **Child Safety Fund:** – This fund is used to deposit a \$1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of \$25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County’s Children’s Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund:** The Employee fund is used to deposit proceeds collected from Williamson County’s vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

- a) To offset the cost of county employee events
- b) Flowers for the death of a county employee only
- c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):
  - i. The employee must be vested (8 years of service)
  - ii. \$60.00 allowed for employees with up to 15 years of service
  - iii. \$120.00 allowed for employees with over 15 years of service
- d) Employee recognition events and programs
- e) Maximum of \$300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
  - i. Elected Official serving in his/her capacity for at least 1 term
  - ii. Department Head who must be vested (8 years of service)
  - iii. Employee with 20 years of service or more

No reimbursement of sales tax will be allowed.

The amount allowed for use may never exceed the actual balance in the fund.

9. **WM-City of Hutto and Hutto ISD Fund:** The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

#### 11. **Financial – General Procedures**

- a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.
- b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.
- c) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.
  - i) Funds for recruitment items must be approved during the annual budget process.
  - ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
  - iii) "Give away" items such as pens, pencils, etc. should not exceed \$5.00 per item.

All purchases must follow procurement guidelines.

## **VI. PURCHASING – GENERAL PROCEDURES**

1. Williamson County adheres to Texas Local Government Code and Williamson County Purchasing Policy. Williamson County Purchasing and Procurement Card (P-Card) policies are intended to provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them.

2. The Williamson County Purchasing Manual, P-Card Manual, as well as other more detailed information directing specific purchasing procedures and processes, can be located on the SharePoint Purchasing Portal at: <https://wilco365.sharepoint.com/purchasingportal>.

This site provides county departments access to:

- a. Policies, Procedures and Manuals
- b. Training Materials
- c. Forms
- d. Guides and other tools to assist in the purchasing process

3. The County Auditor's Office will audit P-Card Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by the Purchasing Department and the County Auditor's Office. Actions may include:

- a. Retraining
- b. Reduction of credit limits
- c. Suspension of account

**Theft, fraud or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.**

4. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

<http://www.wilco.org/CountyDepartments/Purchasing>

## **VII. COUNTY VEHICLES**

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county and utilizes a county owned vehicle during their workday, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

- a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
- b) Each Constable and Deputy Constables
- c) Investigators in the District Attorney and County Attorneys offices
- d) Two on call maintenance employees designated by the Maintenance Division Director

- e) Division Commanders, and Operation Commander(s) approved by EMS Director
- f) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call
- g) The Assistant County Engineer for Maintenance Operations, the Director of Field Operations, (9) Senior Foremen and Foreman
- h) The Director of Emergency Management and the Deputy Director of Emergency Management
- i) The Wireless Communications Tower Technician

The Senior Director of Emergency Services and the Sheriff have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special “large scale” events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.

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**Constable Office Pct. 2**

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***County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each workday at the facility where the primary office is located. It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.***

2. A County Fleet Committee will review fleet policies and purchase requests and make recommendations for budgeting purposes. This committee will consist of one representative

from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Risk Management, Infrastructure, Purchasing, and the Sheriff's Office. The Auditor's Office is a non-voting member. The Purchasing Department shall coordinate the annual vehicle solicitation each summer with the goal of issuing all vehicle purchase orders for the upcoming fiscal year in the first week of October to expedite delivery. Only those vehicles approved during the budget process shall be purchased.

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4. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.
5. Expenditures over the allowed stipend will not be reimbursed.



6. An approved cell phone stipend will not follow an employee if the employee changes positions.

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8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

#### **IX. COMMISSIONERS COURT**

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of 5 for, and 0 against on the \_\_\_\_ of August 2023.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

\_\_\_\_\_  
Bill Gravell, County Judge

\_\_\_\_\_  
Nancy E. Rister, County Clerk

**Commissioners Court - Regular Session****57.****Meeting Date:** 08/29/2023

2023-2024 Budget Adoption

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

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**Information****Agenda Item**

10:00 AM Hold Public Hearing on the 2023-2024 County Budget.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 07/11/2023

**Reviewed By**

Becky Pruitt

**Date**

07/11/2023 12:28 PM

Started On: 07/11/2023 12:14 PM

**Commissioners Court - Regular Session****58.****Meeting Date:** 08/29/2023

2023-2024 General Fund Budget Adoption

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on the 2023-2024 General Fund Budget.

**Background**

Local Gov't Code Sec. 111.068. ADOPTION OF BUDGET. (a) At the conclusion of the public hearing, the commissioners court shall take action on the proposed budget. A vote to adopt the budget must be a record vote. (b) The commissioners court may make any changes in the proposed budget that it considers warranted by the facts and law and required by the interest of the taxpayers, but the amounts budgeted in a fiscal year for expenditures from the various funds of the county may not exceed the balances in those funds as of the first day of the fiscal year, plus the anticipated revenue for the fiscal year as estimated by the county auditor.

(c) An adopted budget must contain a cover page that includes:

(1) one of the following statements in 18-point or larger type that accurately describes the adopted budget:

(A) "This budget will raise more revenue from property taxes than last year's budget by an amount of (insert total dollar amount of increase), which is a (insert percentage increase) percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll).";

(B) "This budget will raise less revenue from property taxes than last year's budget by an amount of (insert total dollar amount of decrease), which is a (insert percentage decrease) percent decrease from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll)."; or

(C) "This budget will raise the same amount of revenue from property taxes as last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll).";

(2) the record vote of each member of the commissioners court by name voting on the adoption of the budget;

(3) the county property tax rates for the preceding fiscal year, and each county property tax rate that has been adopted or calculated for the current fiscal year, including:

(A) the property tax rate;

(B) the no-new-revenue tax rate;

(C) the no-new-revenue maintenance and operations tax rate;

(D) the voter-approval tax rate; and

(E) the debt rate; and

(4) the total amount of county debt obligations.

(d) In this section, "debt obligation" means an issued public security as defined by Section 1201.002, Government Code, secured by property taxes.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 1329 (S.B. 656), Sec. 7, eff. September 1, 2013.

Acts 2019, 86th Leg., R.S., Ch. 944 (S.B. 2), Sec. 82, eff. January 1, 2020.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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## Attachments

Budget Adoption August 29th 2023

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### Form Review

**Inbox**

County Judge Exec Asst.

Budget Office (Originator)

Form Started By: Ashlie Holladay

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

Ashlie Holladay

**Date**

08/23/2023 01:54 PM

08/24/2023 08:53 AM

Started On: 07/11/2023 12:15 PM

## 2023 - 2024 GENERAL FUND PROPOSED BUDGET

General Fund Budget Office Recommendations

**SUBTOTAL**

\$ 312,600,922

**\$ 312,600,922**

### SPONSORED ITEMS 8/29/2023

### SPONSOR

Long Range Transportation Plan	\$	-	\$	-	Commissioner Covey
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**SUBTOTAL**

**\$ - \$ -**

### APPROVED ITEMS 8/22/2023

### SPONSOR

494 Senior Purchasing Specialist for Facilities B.26 \$58,582.52 (includes 8% above minimum)	\$	96,767	\$	96,767	Judge Bill Gravell
503 IT Salary Study; Pending results of Outside Study	\$	250,000	\$	250,000.00	Commissioner Long
409 Remove Air Quality Monitoring Support	\$	(36,444)	\$	(36,444)	Commissioner Long
591 Pretrial Salary Study for Pending Results of Internal Study	\$	50,000	\$	50,000	Commissioner Covey
409 Remove Professional Services Dollars	\$	(50,000)	\$	(50,000)	Commissioner Covey

**SUBTOTAL**

**\$ 310,323 \$ 310,323**

### APPROVED ITEMS 8/15/2023

### SPONSOR

Purchase JP4 Building	\$	750,000	\$	-	Judge Bill Gravell
560 Sheriff's Office Vehicles not Received	\$	263,703	\$	263,703	Judge Bill Gravell
440 District Attorney Victims Assistance Coordinator B24 \$53,049.93 (includes 8% above the minimum	\$	94,248	\$	94,248	Commissioner Long
409 Remove Professional Services Dollars	\$	(57,804)	\$	(57,804)	Commissioner Long
554 Deputy Constable Precinct #4 L1.2 \$69,070.64	\$	220,663	\$	220,663	Commissioner Boles

**SUBTOTAL**

**\$ 1,270,810 \$ 520,810**

**GRAND TOTAL**

**\$ 313,432,055**

## 2023 - 2024 ROAD AND BRIDGE FUND PROPOSED BUDGET

Road & Bridge Fund Budget Office Recommendations		\$	60,324,438
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<b>SUBTOTAL</b>		<b>\$</b>	<b>60,324,438</b>
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### SPONSORED ITEMS 8/29/2023

### SPONSOR

Long Range Transportation Plan	\$	-	\$	-	Commissioner Covey
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<b>SUBTOTAL</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>
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### APPROVED ITEMS 8/22/2023

### SPONSOR

CIP Personnel Building Expansion (Priority #1)	\$	450,000.00	\$	450,000.00	Commissioner Covey
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CIP Florence Yard Building Relocation (Full tear down and re-build at R&B Yard) (Priority #2)	\$	165,000.00	\$	165,000.00	Commissioner Covey
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Additional Funding for the stabilizatn of CR460 and CR 327	\$	1,400,000.00	\$	1,400,000.00	Commissioner Boles
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<b>SUBTOTAL</b>	<b>\$</b>	<b>2,015,000.00</b>	<b>\$</b>	<b>2,015,000.00</b>
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<b>GRAND TOTAL</b>		<b>\$</b>	<b>62,339,438</b>
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## 2023 - 2024 DEBT SERVICE FUND PROPOSED BUDGET

Debt Service Fund Budget Office Recommendations		\$	169,627,654
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<b>TOTAL</b>		<b>\$</b>	<b>169,627,654</b>
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<b>GRAND TOTAL</b>		<b>\$</b>	<b>169,627,654</b>
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GENERAL FUND, ROAD & BRIDGE FUND and DEBT SERVICE FUND TOTAL		\$	545,399,147
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**Commissioners Court - Regular Session****59.****Meeting Date:** 08/29/2023

2023-2024 Road and Bridge Fund Budget Adoption

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on the 2023-2024 Road and Bridge Fund Budget.

**Background**

Local Gov't Code Sec. 111.068. ADOPTION OF BUDGET. (a) At the conclusion of the public hearing, the commissioners court shall take action on the proposed budget. A vote to adopt the budget must be a record vote. (b) The commissioners court may make any changes in the proposed budget that it considers warranted by the facts and law and required by the interest of the taxpayers, but the amounts budgeted in a fiscal year for expenditures from the various funds of the county may not exceed the balances in those funds as of the first day of the fiscal year, plus the anticipated revenue for the fiscal year as estimated by the county auditor.

(c) An adopted budget must contain a cover page that includes:

(1) one of the following statements in 18-point or larger type that accurately describes the adopted budget:

(A) "This budget will raise more revenue from property taxes than last year's budget by an amount of (insert total dollar amount of increase), which is a (insert percentage increase) percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll).";

(B) "This budget will raise less revenue from property taxes than last year's budget by an amount of (insert total dollar amount of decrease), which is a (insert percentage decrease) percent decrease from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll)."; or

(C) "This budget will raise the same amount of revenue from property taxes as last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll).";

(2) the record vote of each member of the commissioners court by name voting on the adoption of the budget;

(3) the county property tax rates for the preceding fiscal year, and each county property tax rate that has been adopted or calculated for the current fiscal year, including:

(A) the property tax rate;

(B) the no-new-revenue tax rate;

(C) the no-new-revenue maintenance and operations tax rate;

(D) the voter-approval tax rate; and

(E) the debt rate; and

(4) the total amount of county debt obligations.

(d) In this section, "debt obligation" means an issued public security as defined by Section 1201.002, Government Code, secured by property taxes.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 1329 (S.B. 656), Sec. 7, eff. September 1, 2013.

Acts 2019, 86th Leg., R.S., Ch. 944 (S.B. 2), Sec. 82, eff. January 1, 2020.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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## Attachments

Budget Adoption August 29th 2023

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### Form Review

**Inbox**

County Judge Exec Asst.

Budget Office (Originator)

Form Started By: Ashlie Holladay

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

Ashlie Holladay

**Date**

08/23/2023 01:54 PM

08/24/2023 08:54 AM

Started On: 07/11/2023 12:16 PM



# 2023 - 2024 GENERAL FUND PROPOSED BUDGET

General Fund Budget Office Recommendations

**SUBTOTAL**

\$ 312,600,922

**\$ 312,600,922**

## SPONSORED ITEMS 8/29/2023

## SPONSOR

Long Range Transportation Plan	\$	-	\$	-	Commissioner Covey
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**SUBTOTAL**

**\$ - \$ -**

## APPROVED ITEMS 8/22/2023

## SPONSOR

494 Senior Purchasing Specialist for Facilities B.26 \$58,582.52 (includes 8% above minimum)	\$	96,767	\$	96,767	Judge Bill Gravell
503 IT Salary Study; Pending results of Outside Study	\$	250,000	\$	250,000.00	Commissioner Long
409 Remove Air Quality Monitoring Support	\$	(36,444)	\$	(36,444)	Commissioner Long
591 Pretrial Salary Study for Pending Results of Internal Study	\$	50,000	\$	50,000	Commissioner Covey
409 Remove Professional Services Dollars	\$	(50,000)	\$	(50,000)	Commissioner Covey

**SUBTOTAL**

**\$ 310,323 \$ 310,323**

## APPROVED ITEMS 8/15/2023

## SPONSOR

Purchase JP4 Building	\$	750,000	\$	-	Judge Bill Gravell
560 Sheriff's Office Vehicles not Received	\$	263,703	\$	263,703	Judge Bill Gravell
440 District Attorney Victims Assistance Coordinator B24 \$53,049.93 (includes 8% above the minimum	\$	94,248	\$	94,248	Commissioner Long
409 Remove Professional Services Dollars	\$	(57,804)	\$	(57,804)	Commissioner Long
554 Deputy Constable Precinct #4 L1.2 \$69,070.64	\$	220,663	\$	220,663	Commissioner Boles

**SUBTOTAL**

**\$ 1,270,810 \$ 520,810**

**GRAND TOTAL**

**\$ 313,432,055**

## 2023 - 2024 ROAD AND BRIDGE FUND PROPOSED BUDGET

Road & Bridge Fund Budget Office Recommendations	\$	60,324,438
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<b>SUBTOTAL</b>	<b>\$</b>	<b>60,324,438</b>
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### SPONSORED ITEMS 8/29/2023

### SPONSOR

Long Range Transportation Plan	\$	-	\$	-	Commissioner Covey
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<b>SUBTOTAL</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>
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### APPROVED ITEMS 8/22/2023

### SPONSOR

CIP Personnel Building Expansion (Priority #1)	\$	450,000.00	\$	450,000.00	Commissioner Covey
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CIP Florence Yard Building Relocation (Full tear down and re-build at R&B Yard) (Priority #2)	\$	165,000.00	\$	165,000.00	Commissioner Covey
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Additional Funding for the stabilizatn of CR460 and CR 327	\$	1,400,000.00	\$	1,400,000.00	Commissioner Boles
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<b>SUBTOTAL</b>	<b>\$</b>	<b>2,015,000.00</b>	<b>\$</b>	<b>2,015,000.00</b>
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<b>GRAND TOTAL</b>	<b>\$</b>	<b>62,339,438</b>
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## 2023 - 2024 DEBT SERVICE FUND PROPOSED BUDGET

Debt Service Fund Budget Office Recommendations	\$	169,627,654
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<b>TOTAL</b>	<b>\$</b>	<b>169,627,654</b>
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<b>GRAND TOTAL</b>	<b>\$</b>	<b>169,627,654</b>
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GENERAL FUND, ROAD & BRIDGE FUND and DEBT SERVICE FUND TOTAL	\$	545,399,147
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**Commissioners Court - Regular Session****60.****Meeting Date:** 08/29/2023

2023-2024 Debt Service Fund Budget Adoption

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on the 2023-2024 Debt Service Fund Budget.

**Background**

Local Gov't Code Sec. 111.068. ADOPTION OF BUDGET. (a) At the conclusion of the public hearing, the commissioners court shall take action on the proposed budget. A vote to adopt the budget must be a record vote. (b) The commissioners court may make any changes in the proposed budget that it considers warranted by the facts and law and required by the interest of the taxpayers, but the amounts budgeted in a fiscal year for expenditures from the various funds of the county may not exceed the balances in those funds as of the first day of the fiscal year, plus the anticipated revenue for the fiscal year as estimated by the county auditor.

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(C) "This budget will raise the same amount of revenue from property taxes as last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll).";

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(B) the no-new-revenue tax rate;

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(D) the voter-approval tax rate; and

(E) the debt rate; and

(4) the total amount of county debt obligations.

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Amended by:

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Acts 2019, 86th Leg., R.S., Ch. 944 (S.B. 2), Sec. 82, eff. January 1, 2020.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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## Attachments

Budget Adoption August 29th 2023

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### Form Review

**Inbox**

County Judge Exec Asst.

Budget Office (Originator)

Form Started By: Ashlie Holladay

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

Ashlie Holladay

**Date**

08/23/2023 01:55 PM

08/24/2023 08:55 AM

Started On: 07/11/2023 12:17 PM

## 2023 - 2024 GENERAL FUND PROPOSED BUDGET

General Fund Budget Office Recommendations

**SUBTOTAL**

\$ 312,600,922

**\$ 312,600,922**

### SPONSORED ITEMS 8/29/2023

### SPONSOR

Long Range Transportation Plan	\$	-	\$	-	Commissioner Covey
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**SUBTOTAL**

**\$ - \$ -**

### APPROVED ITEMS 8/22/2023

### SPONSOR

494 Senior Purchasing Specialist for Facilities B.26 \$58,582.52 (includes 8% above minimum)	\$	96,767	\$	96,767	Judge Bill Gravell
503 IT Salary Study; Pending results of Outside Study	\$	250,000	\$	250,000.00	Commissioner Long
409 Remove Air Quality Monitoring Support	\$	(36,444)	\$	(36,444)	Commissioner Long
591 Pretrial Salary Study for Pending Results of Internal Study	\$	50,000	\$	50,000	Commissioner Covey
409 Remove Professional Services Dollars	\$	(50,000)	\$	(50,000)	Commissioner Covey

**SUBTOTAL**

**\$ 310,323 \$ 310,323**

### APPROVED ITEMS 8/15/2023

### SPONSOR

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560 Sheriff's Office Vehicles not Received	\$	263,703	\$	263,703	Judge Bill Gravell
440 District Attorney Victims Assistance Coordinator B24 \$53,049.93 (includes 8% above the minimum	\$	94,248	\$	94,248	Commissioner Long
409 Remove Professional Services Dollars	\$	(57,804)	\$	(57,804)	Commissioner Long
554 Deputy Constable Precinct #4 L1.2 \$69,070.64	\$	220,663	\$	220,663	Commissioner Boles

**SUBTOTAL**

**\$ 1,270,810 \$ 520,810**

**GRAND TOTAL**

**\$ 313,432,055**

## 2023 - 2024 ROAD AND BRIDGE FUND PROPOSED BUDGET

Road & Bridge Fund Budget Office Recommendations	\$	60,324,438
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<b>SUBTOTAL</b>	<b>\$</b>	<b>60,324,438</b>
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### SPONSORED ITEMS 8/29/2023

### SPONSOR

Long Range Transportation Plan	\$	-	\$	-	Commissioner Covey
--------------------------------	----	---	----	---	--------------------

<b>SUBTOTAL</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>
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### APPROVED ITEMS 8/22/2023

### SPONSOR

CIP Personnel Building Expansion (Priority #1)	\$	450,000.00	\$	450,000.00	Commissioner Covey
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CIP Florence Yard Building Relocation (Full tear down and re-build at R&B Yard) (Priority #2)	\$	165,000.00	\$	165,000.00	Commissioner Covey
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Additional Funding for the stabilizatn of CR460 and CR 327	\$	1,400,000.00	\$	1,400,000.00	Commissioner Boles
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<b>SUBTOTAL</b>	<b>\$</b>	<b>2,015,000.00</b>	<b>\$</b>	<b>2,015,000.00</b>
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<b>GRAND TOTAL</b>	<b>\$</b>	<b>62,339,438</b>
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## 2023 - 2024 DEBT SERVICE FUND PROPOSED BUDGET

Debt Service Fund Budget Office Recommendations	\$	169,627,654
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<b>TOTAL</b>	<b>\$</b>	<b>169,627,654</b>
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<b>GRAND TOTAL</b>	<b>\$</b>	<b>169,627,654</b>
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GENERAL FUND, ROAD & BRIDGE FUND and DEBT SERVICE FUND TOTAL	\$	545,399,147
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**Commissioners Court - Regular Session****61.****Meeting Date:** 08/29/2023

Public hearing on the 2023 proposed tax rate for Williamson County and R/FM

**Submitted For:** Larry Gaddes**Submitted By:** Larry Gaddes, County Tax Assessor  
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

10:00 a.m. Public hearing on the proposed 2023 total tax rate of 37.9282 cents per \$100 of valuation for Williamson County and Williamson County R/FM.

**Background**

This is a public hearing on the proposed 2023 tax rate. The proposed tax rate of 37.9282 cents was voted on August 8th, 2023, and is the combined total tax rate for M&O, I&S, and R/FM. The individual tax rates will be voted on and adopted on a separate agenda item.

Tax Rates per \$100/value:

2023 Proposed Rate: \$0.379282

Last Year's Rate: \$0.375608

No-New-Revenue Rate: \$0.350342

Voter-Approval Rate: \$0.379282

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Larry Gaddes

Final Approval Date: 08/16/2023

**Reviewed By**

Becky Pruitt

**Date**

08/16/2023 11:13 AM

Started On: 08/14/2023 02:44 PM

**Commissioners Court - Regular Session****62.****Meeting Date:** 08/29/2023

2023 tax rate adoption for Williamson County

**Submitted For:** Larry Gaddes**Submitted By:** Maritza Aragon, County Tax Assessor Collector**Department:** County Tax Assessor Collector**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding the adoption of the 2023 tax rates for Williamson County General Fund, Debt Services, and Road and Bridge Fund.

**Background**

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**Fiscal Impact**

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

Tax Rate Resolution

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Maritza Aragon

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

**Date**

08/24/2023 04:50 PM

Started On: 08/24/2023 03:22 PM



**WILLIAMSON COUNTY COMMISSIONERS COURT  
ORDER ADOPTION OF 2023 TAX RATES FOR  
WILLIAMSON COUNTY, TEXAS**

**STATE OF TEXAS                    §**

**COUNTY OF WILLIAMSON §**

**THAT ON THIS** the 29<sup>th</sup> day of August 2023, the Commissioners Court of Williamson County, Texas met in duly called session at the Commissioner's Courtroom, 710 Main St., Georgetown, Texas, with the following members present:

Bill Gravell, County Judge  
Terry Cook, Commissioner Precinct #1  
Cynthia Long, Commissioner Precinct #2  
Valerie Covey, Commissioner Precinct #3  
Russ Boles, Commissioner Precinct #4

And at said meeting, among other business, the Court did consider the following:

**ORDER ADOPTING A TAX RATE FOR TAX YEAR 2023**

**WHEREAS**, Vernon's Texas Codes Annotated (V.T.C.A.) Tax Code 26.05 provides that the Williamson County Commissioners Court shall adopt the tax rates for the current year; and

**WHEREAS**, it is necessary to levy ad valorem taxes on each \$100 valuation of all taxable property in Williamson County, Texas for the Tax Year beginning January 1, 2023, which will be due no later than January 31, 2024 at the tax rates set forth herein below; and

**WHEREAS**, the Williamson County Commissioners Court has complied with all the requirements set forth in the Tax Code; NOW

**THEREFORE, BE IT ORDERED** that the Williamson County Commissioners Court, by the record vote set out herein below, hereby adopts the following ad valorem tax rates:

A Maintenance and Operations fund tax rate of \$0.                      per \$100 of valuation

A Debt Service fund tax rate of \$0.                      per \$100 of valuation

A Road and Bridge fund tax rate of \$0.                      \$100 of valuation

## Record Vote

	Yes	Abstain	No	Absent
Bill Gravell, County Judge:	_____	_____	_____	_____
Terry Cook, Commissioners, Precinct 1:	_____	_____	_____	_____
Cynthia Long, Commissioners, Precinct 2:	_____	_____	_____	_____
Valerie Covey, Commissioner, Precinct 3:	_____	_____	_____	_____
Russ Boles, Commissioner, Precinct 4:	_____	_____	_____	_____

**Motion Carried:**      **Yes:** \_\_\_\_\_      **No:** \_\_\_\_\_  
                                  **Abstaining:** \_\_\_\_\_      **Absent:** \_\_\_\_\_

**THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S RATE;** and

**THE TAX RATE WILL EFFECTIVELY BE RAISED BY \_\_\_\_\_ PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$\_\_\_\_\_.**

**BE IT FURTHER ORDERED** that the Williamson County Commissioners Court levy taxes in accordance with the foregoing tax rates and the provisions of the law.

**AND BE IT FURTHER ORDERED** that if for any reason, the action of the Williamson County Commissioners Court setting tax rates or levying taxes should be held ineffective by a court of competent jurisdiction, that this Order shall serve as evidence of the good faith of Williamson County in attempting to comply with the law in as substantial a fashion as could be done under the circumstances, and as evidence that Williamson County would have lawfully adopted a tax rate but for the conditions completely beyond control of Williamson County.

County Judge Bill Gravell was authorized to sign said Orders and ACT and DEED of the Williamson County Commissioners Court, this 29<sup>th</sup> day of August of 2023.

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Bill Gravell, County Judge

**Commissioners Court - Regular Session****63.****Meeting Date:** 08/29/2023

Executive Session

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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**Information****Agenda Item**

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

**A. Real Estate Owned by Third Parties**

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

- a) Discuss the acquisition of real property: 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**

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**Fiscal Impact**

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

No file(s) attached.

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### Form Review

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/24/2023

**Reviewed By**

Becky Pruitt

**Date**

08/24/2023 11:57 AM

Started On: 08/23/2023 02:12 PM

**Commissioners Court - Regular Session****64.****Meeting Date:** 08/29/2023

Economic Development

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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**Information****Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:  
Business prospect(s) that may locate or expand within Williamson County.

- a) Project 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
- j) Project Scrabble

**Background**

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

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