NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
December 19, 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 – 45)

3. Discuss, consider and take appropriate action on a line item transfer for Non-Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non Dept/Contingencies	$44,444.98
TO	0100-0427-001100	CCL#2/FullTime Salary	$32,020.82
TO	0100-0427-002010	CCL#2/FICA	$2,449.59
TO	0100-0427-002020	CCL#2/Retirement	$5,139.34
TO	0100-0427-002050	CCL#2/Work Comp	$35.23
TO	0100-0427-002030	CCL#2/Insurance	$4,800.00

4. Discuss, consider and take appropriate action on a line item transfer for Human Resources.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.003010	Computer Equipment	$594.00
From	0100.0402.003005	Office Furniture	$500.00
From	0100.0402.004999	Misc.	$2,709.38
To	0100.0402.004100	Professional Services	$3,803.38

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0541.004500	Maintenance Services	$2,100
To	0100.0541.003010	Computer Equipment < $5,000	$2,100

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003010	Computer Equipment < $5k	$1,272.00
To	0100.0570.004621	Copier Rental & Supplies	$1,272.00

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

8. Discuss, consider, and take appropriate action on approving property tax collections for the month of November 2023 for the Williamson County Tax Assessor/Collector.

9. Discuss, consider and take appropriate action on reappointing Darryl Pool to ESD #2 board with the term to commence on January 1, 2024 and continue until December 31, 2025.

10. Discuss, consider and take appropriate action on reappointing Tim Hunsberger to ESD #2 board with the term to commence on January 1, 2024 and continue until December 31, 2025.

11. Discuss, consider and take appropriate action on reappointing Russell Strahan to ESD #2 board with the term to commence on January 1, 2024 and continue until December 31, 2025.

12. Discuss, consider and take appropriate action on re-appointment of Ted Koy and Byron Whisnant of the Emergency Services District Hutto (ESD) #6 Board of Directors for a two-year term beginning January 1, 2024, and ending on December 31, 2025.

13. Discuss, consider and take appropriate action on appointing James Lee Shofner to ESD #7 board to replace Sandra Simpson with the term to commence on January 1, 2024 and continue until December 31, 2025.

14. Discuss, consider and take appropriate action on reappointing Mark Bell to ESD #7 board with the term to commence January 1, 2024 and continue until December 31, 2025.

15. Discuss, consider and take appropriate action on appointing Justin Word to ESD #8 board to replace Bennie Piper with the term to commence on January 1, 2024 and continue until December 31, 2025.

16. Discuss, consider and take appropriate action on reappointing Troy Rodriguez to ESD #8 board with the term to commence on January 1, 2024 and continue until December 31, 2025.

17. Discuss, consider and take appropriate action on reappointing Dr. Ira Wood to ESD #8 board with the term to commence on January 1, 2024 and continue until December 31, 2025.

18. Discuss, consider and take appropriate action on reappointing RP Punukollu to ESD #9 board with the term to commence on January 1, 2024 and continue until December 31, 2025.

19. Discuss, consider and take appropriate action on re-appointment of Mark Jaegar, Chad Richter and Mark Prinz of the Emergency Services District Hutto (ESD) #10 Board of Directors for a two-year term beginning January 1, 2024, and ending on December 31, 2025.

20. Discuss, consider and take appropriate action on the appointment of Eleanor K. Meltzer to position #1 of the Emergency Services District (ESD) #12 Board of Directors for a two-year term beginning January 1, 2024, and ending on December 31, 2025.

21. Discuss, consider and take appropriate action on the appointment of Blythe Plunkett for a two-year term on the Williamson County Historical Commission (WCHC) effective immediately and ending on December 31, 2025.

22. Discuss, consider and take appropriate action on appointing Allison Davis of Cedar Park to the Williamson County Historical Commission.

23. Discuss, consider and take appropriate action on appointing Richard (Rick) Schampers of Georgetown to the Williamson County Historical Commission.

24. Discuss, consider and take appropriate action on appointing Nancy Hill to the Williamson County Historical Commission.

25. Discuss, consider and take appropriate action on reappointing the current members of the Williamson County Historical Commission for a term to expire December 31, 2025.

26. Discuss, consider and take appropriate action on appointment of Sabrina Riches for a two-year term on the Williamson County Historical Commission (WCHC) effective immediately and ending on December 31, 2025.

27. Discuss, consider and take appropriate action on appointment of Kevin West for a two-year term on the Williamson County Historical Commission (WCHC) effective immediately and ending on December 31, 2025.

28. Discuss, consider and take appropriate action on appointment of Jonathan Stephenson for a two-year term on the Williamson County Historical Commission (WCHC) effective immediately and ending on December 31, 2025.

29. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, November 2023 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

30. Discuss, consider and take appropriate action on the approval of Team Rubicon performing a fire mitigation project at Twin Springs Preserve on January 10th through January 15th, 2024.

31. Discuss, Consider and take appropriate action on approving the Bridge Program Loaner Product Agreement #202502 between Ambu, Inc. and Williamson County Emergency Medical Services and authorizing the execution of the agreement.

32. Discuss, consider and take appropriate action on approving the purchase of a Multi-Year Equipment Calibration and Maintenance Program contract #202500 with FarrWest Environmental Supply, Inc. for the annual amount of $64,749.42, per the terms of Buyboard contract #703-23.

33. Discuss, consider, and take appropriate action on approving agreement #202467 between Power DMS, Inc. and Williamson County for PowerPolicy Professional Subscription in the amount of $47,842.54, and authorizing execution of the agreement.

34. Discuss, consider, and take appropriate action to approve Purchase #202495 between Williamson County and Tyler Technologies, Inc. for Annual Maintenance and Support for the Enterprise Supervision application, also known as CaseloadPRO, for a total of $68,211.00, pursuant to Sourcewell Contract #090320-TTI.

35. Discuss, consider, and take appropriate action on approving the extension of the Maintenance and Support Agreement for Digicap and Livescan Software with Idemia, Identity & Security USA LLC, for the total amount of $3,632.00, and authorizing the execution of this agreement.

36. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed solicitations for Animal Shelter Pharmaceuticals and Clinic Supplies, under IFB #24IFB24.

37. Discuss, consider and take appropriate action on approving Purchase #202497 for ammunition in the amount of $85,807.00 from TX-AT, LLC., pursuant to BuyBoard contract #698-23.

38. Discuss, consider, and take appropriate action on approving purchase #202496 of one (1) Model Year 2024 GMC Sierra 2500HD Reg Cab Truck in the amount of $48,609.50 and one (1) Model Year 2024 GMC Sierra 3500HD Crew Cab Truck in the amount $49,141.50 from Gunn Buick GMC, Ltd totaling $97,751.00, pursuant to Buyboard Contract #601-19.

39. Discuss, consider and take appropriate action on authorizing the extension of Contract #22IFB43-Herbicides, renewal option period 2, covering for the 12-month term of January 19, 2024 – January 18, 2025, with the same terms and conditions, with the exception of fee increases, detailed in the attached spreadsheet, with Nutrien Ag Solutions and execution of the agreement.

40. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Improvements to County Road 129, under IFB #24IFB23. Funding Source is P375.

41. Discuss, consider and take appropriate action on approving the extension of contract #23IFB20 Asphalt Emulsions, renewal period #1, for the same pricing, terms and conditions as the existing contract that was awarded to Ergon Asphalt & Emulsions, Wright Asphalt Products Company and Martin Apshalt Company for the 12-month term of February 13, 2024 - February 12, 2025, and authorizing execution of the renewal agreement.

42. Discuss, consider and take appropriate action on Work Authorization No 13 in the amount of $351,674.45 to expire January 31, 2025 under Williamson County Contract for Surveying Services between Surveying And Mapping, LLC and Williamson County dated May 19, 2020 for Corridor E2/E3 from US 79 to CR 127. Funding source: P588

43. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between Alliance Transportation Group, Inc. and Williamson County dated June 14, 2022 for On Call Design Engineering Services for Small Drainage and Small Roadway Projects. This supplemental is to increase the maximum amount payable to $75,000.00. Funding source: 01.0200.0210.004100.

44. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 6 Section 1 subdivision – Precinct 2.

45. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 7A Section 1 subdivision – Precinct 2.

REGULAR AGENDA

46. Discuss, consider, and take appropriate action on a resolution recognizing Peggy Vasquez for her 31 years of service to Williamson County upon her retirement December 29, 2023.

47. Discuss, consider, and take appropriate action on a proclamation wishing everyone a joyous and safe holiday season.

48. Discuss and take appropriate action on the Community Development Block Grant program's 2022 Consolidated Annual Performance and Evaluation Report (CAPER).

49. Discuss, consider and take appropriate action on the American Rescue Plan Act (ARPA) program update and projects.

50. Discuss, consider, and take appropriate action on authorizing the execution of the Williamson County Flexible Benefits Plan Adoption Agreement, the Williamson County Flexible Benefits Plan Formal Record of Action and approve the Williamson County Flexible Benefits Plan Summary Plan Description.

51. Discuss, consider, and take appropriate action on the approval and execution of the following Symetra Insurance documents:

- Symetra Group Life Insurance Certificate Rider
- Symetra Group Life Insurance Certificate
- Symetra Amendment No. 3, Voluntary Long Term Disability Income Insurance
- Symetra Group Long Term Disability Insurance Certificate of Coverage
- Symetra Amendment No. 4, Voluntary Short Term Disability Income Insurance
- Symetra Group Voluntary Short Term Disability Insurance Certificate

52. Discuss, consider and take appropriate action on a change to the Employee Policy Manual.

53. Discuss, consider and take appropriate action on a Lease Agreement between Williamson County, Texas and the Williamson County Children's Advocacy Center, Inc. relating to that certain commercial property located as 1811 SE Inner Loop, Georgetown, TX 78626.

54. Discuss, consider and take appropriate action on canceling Commissioners Court on Tuesday for the following dates: January 16th, February 20th, March 12th, April 2nd, May 28th, July 8th and September 3.

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$681.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Use of Donations	$681.00

57. Discuss, consider and take appropriate action on approving the Williamson County EMS Provider License Declaration Form and authorizing the County Judge to sign same and any necessary related documents.

58. Discuss, consider, and take appropriate action on approving Agreement #202494 from Election Systems & Software for Williamson County Elections to purchase Tabulation Hardware and Installation Services for the total amount of $242,205.00, pursuant to BuyBoard Contract #710-23.

59. Discuss, consider, and take appropriate action on approving the construction services agreement #202503 with Falkenberg Construction Company, Inc for Williamson County Southwest Regional Park Stadium, Splashpad and Tennis Restroom Interior Renovations in the amount of Five Hundred Ninety-Seven Thousand One Hundred Ninety and 58/100 Dollars ($597,190.58) pursuant to Buyboard Contract #581-19, and authorize execution of the agreement.

60. Discuss, consider, and take appropriate action on closing out and not awarding #23RFP112, Armored Courier Services, due to no qualified responses received.

61. Discuss, consider, and take appropriate action on a Contract for Construction between Williamson County and J.T. Vaughn Construction relating to the Criminal Justice Center Support Space Project (P595)

62. Receive the December 2023 Construction Summary Report and PowerPoint Presentation

63. Discuss, consider and take appropriate action on Contract Amendment No 2 under Williamson County Contract for Surveying Services between Surveying And Mapping, LLC and Williamson County dated May 19, 2020 for On Call Surveying Services. This Contract Amendment No 2 will allow for an increase in the Compensation Cap from $700,000.00 to $1,100,000.00. Funding source: P588

64. Discuss, consider, and take appropriate action on awarding RFQ #23RFSQ79 Williamson County Groundwater Services to LRE Water, LLC, for the maximum payable amount of $794,092.00 and authorize execution of the agreement. Funding Source is 445P.

65. Discuss, consider and take appropriate action on a Contract Amendment No. 7 to the Utility Coordination/Relocation Services contract between Williamson County and Cobb, Fendley & Associates, Inc. relating to the Corridor and Road Bond Program. Project: On-Call Fund Source: Corridor & Road Bonds

66. Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of $399,968.56 for Project 22IFB57 CR 401 Reconstruction (James Construction) P: 390 Funding Source: Road Bond.

67. Discuss, consider and take appropriate action on a real estate contract with Roger Beasley Mazda, Inc., a Texas Corporation to acquire 3.688 acres as needed for right of way on the Hero Way project (Parcel 301). Funding Source: Road Bonds P326

68. Discuss, consider and take appropriate action on a real estate contract with Clayton Properties Group, Inc. and Brohn Homes to acquire 24.223 acres and 1.272 acres required as right of way on the E. Wilco Highway Segment 2 project (Parcel 35 parts 1 and 2). Funding Source: TANS P588

69. Discuss, consider and take appropriate action on a real estate contract with Sadie Wall for approximately 1.36 acres located on SH 29 for the SH 29 corridor project. Funding Source: TANS P588

70. Discuss, consider and take appropriate action on an Interlocal Agreement Regarding Relocation of Water System Improvements CR 332 Roadway Construction Project with Lone Star Regional Water Authority. Funding Source: Road Bonds P366

71. Discuss, consider and take appropriate action on an Order Calling for the Establishment of Transportation Reinvestment Zone Number One, County of Williamson.

72. Discuss, consider and take appropriate action on an Interlocal Agreement for Completing Design Services and Construction Related to Water Line Improvements along Ronald Reagan Blvd. with the City of Georgetown. Funding Source: Road Bonds P336

73. Discuss, consider and take appropriate action on a Development Agreement by and Between Williamson County and Santa Rita KC, LLC and its Affiliated Entities Regarding Dedication of Right of Way and Certain Improvements to Ronald Reagan Boulevard. Funding Source: Road Bonds P336

74. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.727 acres) required for the construction of CR 255. (Marjorie Vickers, as executrix/ Parcel 49) Funding Source: Road Bonds TANS P588

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)."

75. 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 SH 195 @ Ronald Reagan.
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.
s) Discuss acquisition of right of way for Corridor J.
t) Discuss the acquisition of real property for CR 258.
u) Discuss the acquisition of real property for Southwestern Blvd.

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
d) Discuss Blue Springs Blvd. property

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

76. 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

77. 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-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
4. 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
5. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
6. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
7. 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
8. 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
9. 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
10. 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
11. 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
12. 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
13. 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
14. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
15. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
16. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
17. Civil Action No. 1:23-cv-01117-RP; Adam Mirelez #02413581 v. Llano County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
18. Civil Action No. 1:23-cv-01223-RP; Siddharth Kode v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
19. Cause No. 2SC-23-0402; Wanda Wolsch v. Johnson Development, et al.; In the Justice Court of Williamson County,

Precinct Two

c. Administrative Complaints:

1. EEOC Charge No. 451-2023-00766 - K.B.
2. USERRA Case No. TX-2023-00052-40-R
3. EEOC Charge No. 451-2023-01208

d. Claims:

e. Other:

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

78. 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).

79. 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).

80. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of the Williamson County Chief Information Officer, Department of Information Systems (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

81. 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)

82. Discuss and take appropriate action concerning economic development.

83. Discuss and take appropriate action concerning real estate.

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

a. General:

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

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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-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
4. 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
5. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
6. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
7. 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
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11. 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
12. 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
13. 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
14. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
15. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
16. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
17. Civil Action No. 1:23-cv-01117-RP; Adam Mirelez #02413581 v. Llano County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
18. Civil Action No. 1:23-cv-01223-RP; Siddharth Kode v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
19. Cause No. 2SC-23-0402; Wanda Wolsch v. Johnson Development, et al.; In the Justice Court of Williamson County, Precinct Two

c. Administrative Complaints:

1. EEOC Charge No. 451-2023-00766 - K.B.
2. USERRA Case No. TX-2023-00052-40-R
3. EEOC Charge No. 451-2023-01208

d. Claims:

e. Other:

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

85. 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.

86. Comments from Commissioners.

87. 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 _____ day of _____ 2023 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 12/19/2023

Line Item Transfer

Submitted For: Ashlie Holladay **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 Non-Departmental.

Background

During the FY24 budget process, the court approved a set aside of $74,308 to cover any grant funding not received for Judge Barker's Specialty Courts. Williamson County was recently notified that the Bureau of Justice Assistance Grant used for the DUI Court/Program will not be renewed leaving 50% of an annual salary unfunded. This transfer will cover the salary and fringe needed for this position (50%) through September 30th, 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non Dept/Contingencies	$44,444.98
TO	0100-0427-001100	CCL#2/FullTime Salary	$32,020.82
TO	0100-0427-002010	CCL#2/FICA	$2,449.59
TO	0100-0427-002020	CCL#2/Retirement	$5,139.34
TO	0100-0427-002050	CCL#2/Work Comp	$35.23
TO	0100-0427-002030	CCL#2/Insurance	$4,800.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/11/2023 03:09 PM
Budget Office (Originator)	Ashlie Holladay	12/13/2023 01:58 PM
Form Started By: Ashlie Holladay		Started On: 12/11/2023 01:53 PM
Final Approval Date: 12/13/2023		

Commissioners Court - Regular Session **4.**

Meeting Date: 12/19/2023

LIT

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

Earlier this year, we had to quickly transfer some funding to cover a delayed FY23 expense. Now that we have a cost estimate for our planned training, this moves some funding back to cover this expense.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.003010	Computer Equipment	$594.00
From	0100.0402.003005	Office Furniture	$500.00
From	0100.0402.004999	Misc.	$2,709.38
To	0100.0402.004100	Professional Services	$3,803.38

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/11/2023 03:12 PM
Budget Office	Saira Hernandez	12/14/2023 07:29 AM
Human Resources (Originator)	Rebecca Clemons	12/14/2023 10:50 AM
Form Started By: Rebecca Clemons		Started On: 12/11/2023 02:38 PM
Final Approval Date: 12/14/2023		

Commissioners Court - Regular Session **5.**

Meeting Date: 12/19/2023

LIT for Computer Monitors

Submitted By: Shantelle Brannon, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

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

Background

Emergency Management requests a line-item transfer to cover the cost of purchasing 9 monitors and 4 sound bars for office personnel. Items were not properly budgeted.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0541.004500	Maintenance Services	$2,100
To	0100.0541.003010	Computer Equipment < $5,000	$2,100

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/11/2023 03:11 PM
Budget Office	Saira Hernandez	12/14/2023 09:15 AM
Form Started By: Shantelle Brannon		Started On: 12/11/2023 02:14 PM
Final Approval Date: 12/14/2023		

Commissioners Court - Regular Session **6.**

Meeting Date: 12/19/2023

Line Item Transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason **Submitted By:** ABIGAIL TAYLOR, 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 the cost of leasing a new sharp desktop copier for the Williamson County Jail sergeant's office. Per IT, the current printer which is used by 4 shifts 24/7, is not functioning and parts are hard to locate for repair. It was recommended that it would be more cost-effective to request a sharp desktop copier instead of purchasing a new printer.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003010	Computer Equipment < $5k	$1,272.00
To	0100.0570.004621	Copier Rental & Supplies	$1,272.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/13/2023 03:14 PM
Budget Office	Saira Hernandez	12/14/2023 07:29 AM
Form Started By: ABIGAIL TAYLOR		Started On: 12/13/2023 10:53 AM
Final Approval Date: 12/14/2023		

Commissioners Court - Regular Session **7.**

Meeting Date: 12/19/2023

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	12/13/2023 08:55 PM
County Judge Exec Asst.	Becky Pruitt	12/14/2023 08:33 AM
Form Started By: Kayla Marek		Started On: 12/13/2023 03:51 PM
Final Approval Date: 12/14/2023		

Organization	Position	Emp Num	Current Annual Salary	Merit Amt	Merit %	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
911 Communications	TCO Specialist.0143.001100.	15783	$57,291.27	$2,864.56	5.00	$60,155.83	-	MERIT	22-Dec-23
911 Communications	TCO Specialist.0170.001100.	15861	$57,291.27	$2,864.56	5.00	$60,155.83	-	MERIT	22-Dec-23
District Clerk	Deputy District Clerk.0755.001100.	16714	$42,003.25	$1,680.12	4.00	$43,683.37	-	MERIT	22-Dec-23
Justice of the Peace 2	Court Clerk II.0990.001100.	14746	$43,160.00	$1,294.80	3.00	$44,454.80	-	MERIT	22-Dec-23
Justice of the Peace 2	Senior Court Clerk.0984.001100.	14640	$46,455.97	$1,393.68	3.00	$47,849.65	-	MERIT	22-Dec-23
Justice of the Peace 4	Senior Court Clerk.1014.001100.	16078	$48,700.56	$2,435.04	5.00	$51,135.59	-	MERIT	5-Jan-24
Tax Assessor/Collector	Tax Specialist I.1807.001100.	16611	$36,524.80	$913.12	2.50	$37,437.92	-	MERIT	22-Dec-23
Unified Road Systems	Senior Foreman.1607.001100.	12709	$77,596.74	$2,312.44	2.98	$79,909.18	-	MERIT	22-Dec-23

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0581	001100	5,729.12	
01	0100	0581	002010	438.28	
01	0100	0581	002020	919.52	
01	0100	8004	001130		5,729.12
01	0100	8004	002010		438.28
01	0100	8004	002020		919.52
01	0100	0450	001100	1,680.12	
01	0100	0450	001130		1,680.12
01	0100	0452	001100	2,688.48	
01	0100	0452	001130		2,688.48
01	0100	0454	001100	2,435.04	
01	0100	0454	001130		2,435.04
01	0100	0499	001100	913.12	
01	0100	0499	001130		913.12
01	0200	0210	001100	2,312.44	
01	0200	0210	001130		2,312.44

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0540 EMS	0862	Vacant	N/A	N/A	N/A	N/A	N/A	N/A	Reclass: Title and Grade Change only-from EMS Paramedic (B.22) to Emergency Medical Tech (B.18)	12/22/2023
0540 EMS	0848	Vacant	N/A	N/A	N/A	N/A	N/A	N/A	Reclass: Title and Grade Change only-from EMS Paramedic (B.22) to Emergency Medical Tech (B.18)	12/22/2023
0540 EMS	0877	Vacant	N/A	N/A	N/A	N/A	N/A	N/A	Reclass: Title and Grade Change only-from EMS Paramedic (B.22) to Emergency Medical Tech (B.18)	12/22/2023
0495-Auditor	0635	16658	$104,766.74	N/A	$111,309.12	$108,671.88	$2,637.24	N/A	Reallocation of position budget to facilitate recruitment. Surplus salary from PCN 0635 to PCN 0643	12/22/2023
0495-Auditor	0643	Vacant	N/A	N/A	$57,362.76	$60,000.00	N/A	$2,637.24	Reallocation of position budget to facilitate recruitment. Surplus salary from PCN 0635 to PCN 0643	12/22/2023

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0545- Animal Services	1836	16772	$36,524.80	N/A	$36,933.08	$36,524.80	$408.28	N/A	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCNs 1836, 0192 & 1840 to PCN 1838	12/22/2023
0545- Animal Services	0192	15747	$43,177.68	N/A	$43,715.84	$43,177.68	$538.16	N/A	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCNs 1836, 0192 & 1840 to PCN 1838	12/22/2023
0545- Animal Services	1840	16701	$36,524.80	N/A	$38,000.16	$36,788.00	$1,212.16	N/A	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCNs 1836, 0192 & 1840 to PCN 1838	12/22/2023
0545- Animal Services	1838	N/A	N/A	N/A	$39,844.65	$42,003.25	N/A	$2,158.60	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCNs 1836, 0192 & 1840 to PCN 1838	12/22/2023

***Amount may vary slightly due to Oracle rounding**

Commissioners Court - Regular Session **8.**

Meeting Date: 12/19/2023

Property Tax Collections – November 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 collections for the month of November 2023 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

110123-113023 GWI-RFM

110123-113023 GWI-RFM graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/13/2023 09:23 AM
Form Started By: Renee Clark		Started On: 12/13/2023 09:13 AM
Final Approval Date: 12/13/2023		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
November 30, 2023

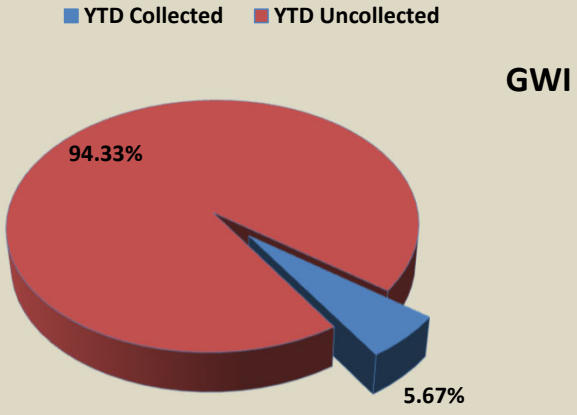
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2023	$403,525,495.47	($106,994.12)	$403,418,501.35	$17,667,824.89	$0.00	$62.28	$380,530,386.15	$22,888,115.20	5.67%	5.67%	5.75%
2022 & Prior	$3,194,048.95	($368,705.53)	$2,825,343.42	($100,627.67)	$26,578.70	$3,060.64	$2,718,479.62	$106,863.80	3.78%	6.74%	
Rollbacks	$181,596.33	$282,360.74	$463,957.07	$75,316.94	$500.19	$0.00	$361,598.75	$102,358.32	22.06%	22.17%	
Total All	$406,901,140.75	($193,338.91)	$406,707,801.84	$17,642,514.16	$27,078.89	$3,122.92	$383,610,464.52	$23,097,337.32	5.68%	5.70%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2023	$54,524,654.28	($3,848.63)	$54,520,805.65	$2,357,282.44	$0.00	$8.10	$51,467,057.72	$3,053,747.93	5.60%	5.60%	5.66%
2022 & Prior	$323,679.16	($35,448.17)	$288,230.99	($8,212.69)	$2,827.90	$323.08	$273,906.05	$14,324.94	4.97%	7.95%	
Rollbacks	$18,172.81	$27,979.00	$46,151.81	$7,323.48	$47.46	$0.00	$36,049.89	$10,101.92	21.89%	21.99%	
Total All	$54,866,506.25	($11,317.80)	$54,855,188.45	$2,356,393.23	$2,875.36	$331.18	$51,777,013.66	$3,078,174.79	5.61%	5.63%	

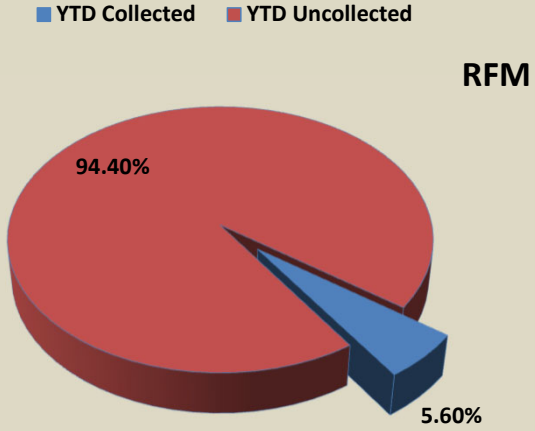
2023 COMBINED MONTHLY BREAKDOWN

Oct-23	$461,767,647.00	$241,640.03	$462,009,287.03	$6,172,280.07	$62,789.21	$870.55	$455,836,136.41	$6,173,150.62
Nov-23	$462,009,287.03	($446,296.74)	$461,562,990.29	$19,998,907.39	$29,954.25	$3,454.10	$435,387,478.18	$26,175,512.11

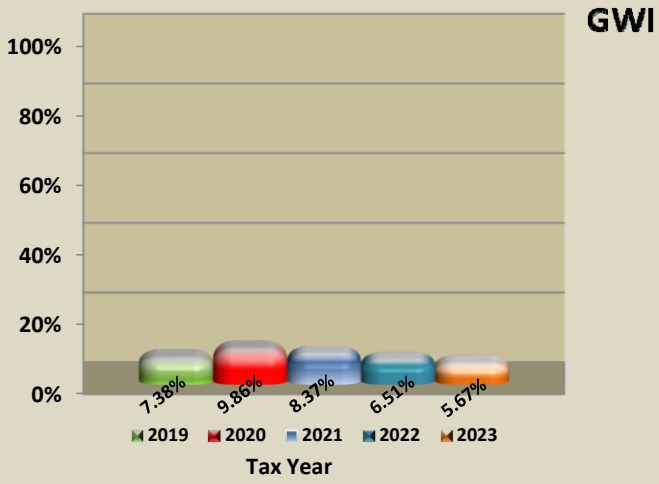
Year to Date Collection Report
Thru November 2023



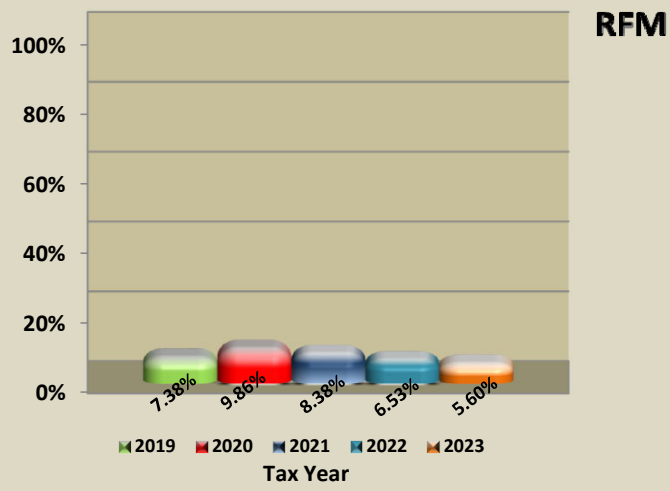
Year to Date Collection Report
Thru November 2023



Percent of Roll Collected Comparison
2019-2023



Percent of Roll Collected Comparison
2019-2023



Commissioners Court - Regular Session **9.**

Meeting Date: 12/19/2023

ESD 2 Reappointment of Darryl Pool

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Darryl Pool to ESD #2 board with the term to commence on January 1, 2024 and continue until December 31, 2025.

Background

ESD #2 Appointment of Darryl Pool

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 08:30 AM
Form Started By: Mary Perez		Started On: 12/12/2023 11:17 AM
Final Approval Date: 12/14/2023		

Commissioners Court - Regular Session **10.**

Meeting Date: 12/19/2023

ESD 2 Reappointment of Tim Hunsberger

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Tim Hunsberger to ESD #2 board with the term to commence on January 1, 2024 and continue until December 31, 2025.

Background

ESD #2 Reappointment of Tim Hunsberger

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 08:30 AM
Form Started By: Mary Perez		Started On: 12/12/2023 11:24 AM
Final Approval Date: 12/14/2023		

Commissioners Court - Regular Session **11.**

Meeting Date: 12/19/2023

ESD 2 Reappointment of Russell Strahan

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Russell Strahan to ESD #2 board with the term to commence on January 1, 2024 and continue until December 31, 2025.

Background

ESD #2 Reappointment of Russell Strahan

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 08:30 AM
Form Started By: Mary Perez		Started On: 12/12/2023 11:31 AM
Final Approval Date: 12/14/2023		

Commissioners Court - Regular Session **12.**

Meeting Date: 12/19/2023

ESD #6 Reappointment for Ted Koy and Byron Whisnant

Submitted For: Russ Boles **Submitted By:** Amalia Puentes-Zuazua, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on re-appointment of Ted Koy and Byron Whisnant of the Emergency Services District Hutto (ESD) #6 Board of Directors for a two-year term beginning January 1, 2024, and ending on December 31, 2025.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/13/2023 04:12 PM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/13/2023 03:48 PM
Final Approval Date: 12/13/2023		

Commissioners Court - Regular Session **13.**

Meeting Date: 12/19/2023

ESD 7 Appointment of James Lee Shofner

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointing James Lee Shofner to ESD #7 board to replace Sandra Simpson with the term to commence on January 1, 2024 and continue until December 31, 2025.

Background

ESD #7 Appointment of James Lee Shofner.

James has been a certified Firefighter/EMT since 1993. He retired from Round Rock Fire Department in 2017, after 20 years. He currently holds the position of Fire Chief with Sam Bass, where he has been a member since 1999.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 10:18 AM
Form Started By: Mary Perez		Started On: 12/14/2023 09:56 AM
Final Approval Date: 12/14/2023		

Commissioners Court - Regular Session **14.**

Meeting Date: 12/19/2023

ESD 7 Reappointment of Mark Bell

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Mark Bell to ESD #7 board with the term to commence January 1, 2024 and continue until December 31, 2025.

Background

ESD #7 Reappointment of Mark Bell

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 08:29 AM
Form Started By: Mary Perez		Started On: 12/06/2023 02:07 PM
Final Approval Date: 12/14/2023		

Commissioners Court - Regular Session **15.**

Meeting Date: 12/19/2023

ESD 8 Appointment of Justin Word

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Justin Word to ESD #8 board to replace Bennie Piper with the term to commence on January 1, 2024 and continue until December 31, 2025.

Background

ESD #8 Appointment of Justin Word.
Justin Word has nearly 25 years in increasingly responsible roles as a transportation engineering professional. He's a vice president and operations manager of a large engineering firm.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 08:32 AM
Form Started By: Mary Perez		Started On: 12/13/2023 01:22 PM
Final Approval Date: 12/14/2023		

Commissioners Court - Regular Session **16.**

Meeting Date: 12/19/2023

ESD 8 Reappointment of Troy Rodriguez

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Troy Rodriguez to ESD #8 board with the term to commence on January 1, 2024 and continue until December 31, 2025.

Background

ESD #8 Reappointment of Troy Rodriguez

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 08:33 AM
Form Started By: Mary Perez		Started On: 12/13/2023 04:14 PM
Final Approval Date: 12/14/2023		

Commissioners Court - Regular Session **17.**

Meeting Date: 12/19/2023

ESD 8 Reappointment of Dr. Ira Wood

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Dr. Ira Wood to ESD #8 board with the term to commence on January 1, 2024 and continue until December 31, 2025.

Background

ESD #8 Reappointment of Dr.Ira Wood

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 08:33 AM
Form Started By: Mary Perez		Started On: 12/13/2023 04:17 PM
Final Approval Date: 12/14/2023		

Commissioners Court - Regular Session **18.**

Meeting Date: 12/19/2023

ESD 9 Reappointment of RP Punukollu

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing RP Punukollu to ESD #9 board with the term to commence on January 1, 2024 and continue until December 31, 2025.

Background

ESD #9 Reappointment of RP Punukollu

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 08:29 AM
Form Started By: Mary Perez		Started On: 12/08/2023 10:18 AM
Final Approval Date: 12/14/2023		

Commissioners Court - Regular Session **19.**

Meeting Date: 12/19/2023

ESD #10 Reappointment for Mark Jaegar, Chad Richter and Mark Prinz

Submitted For: Russ Boles **Submitted By:** Amalia Puentes-Zuazua, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on re-appointment of Mark Jaegar, Chad Richter and Mark Prinz of the Emergency Services District Hutto (ESD) #10 Board of Directors for a two-year term beginning January 1, 2024, and ending on December 31, 2025.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/13/2023 04:13 PM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/13/2023 03:58 PM
Final Approval Date: 12/13/2023		

Commissioners Court - Regular Session **20.**

Meeting Date: 12/19/2023

ESD #12 Board Appointment

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

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of Eleanor K. Meltzer to position #1 of the Emergency Services District (ESD) #12 Board of Directors for a two-year term beginning January 1, 2024, and ending on December 31, 2025.

Background

Eleanor Meltzer is being recommended to replace Daniel Martillotti, who was an original board member of the ESD and serves as the president. Eleanor's full resume is attached for reference.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Eleanor Meltzer Resume

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 08:35 AM
Form Started By: Pierce Kathy		Started On: 12/13/2023 05:31 PM
Final Approval Date: 12/14/2023		

Top Skills

Intellectual Property

Strategy

Policy

Languages

Spanish

Certifications

ASA 114 - Multihull Sailing

ASA 104 - Bare Boat Chartering

Certification in Risk and Information Systems Control (CRISC)

ASA 101 & 103 (Keelboat & Coastal Cruising)

Honors-Awards

Inspire the World to Play

Publications

Study - Official Insignia of Native American Tribes

TPP and Protection of Encrypted Program-Carrying Satellite and Cable Signals

Pass the Parmesan

Leading by Example: It Takes Practice

Trans Pacific Partnership IP Chapter – Trademarks, Thoughts on Geographical Indications

Eleanor K. Meltzer, Esq.

Director - IT Program Management at Schwab

Austin, Texas Metropolitan Area

Summary

PROFESSIONAL EXPERIENCE - Focus areas: Risk Management with emphasis on IT security issue-identification and triage; Business Continuity; CRISC Domains 1, 2, and 3; Security; Privacy & Compliance; Contracts; HR (policy & enforcement); IP; Legal. Senior management, including contract, budget, and HR oversight for Federal regulatory agencies. Immediate supervisor for 16+ employees. Senior public relations official, responsible for communications with Congress, trade groups, and the press. Trademark and other intellectual-property expertise.

Member: State Bar of Texas; Virginia State Bar.

Experience

Charles Schwab

5 years 8 months

Director - IT Program Management

June 2020 - Present (3 years 7 months)

Austin, Texas, United States

Coordinate departmental and cross-functional teams, focused on risk-management deliverables. Monitor risk-management-related projects from initiation through delivery, including planning, directing, and monitoring. Interpret instructions/objectives for various teams. Organize cross-functional activities to ensure project completion.

1. Accountability. Risk-mitigation is everyone's responsibility. I am accountable to our teams for making accurate information available to them, for keeping them updated and briefed, and for actively helping them succeed.

2. Analysis. I provide risk-focused trend information, visualizations, white papers, and other types of analyses to help our teams make fact-based budget, planning, and prioritization decisions.

3. Communication. I work with our teams to share and explain organizational risk-mitigation objectives, goals, and requirements. I lower effort for colleagues by providing dashboards and repositories for easy access to analyses, reports, requirements, and reference material. I also digest incoming/complex requirements and personalize requests, so asks are explicit and tailored.

4. Problem Solving. I review and edit teams' work products for compliance with organizational risk-mitigation goals and objectives. I coach and assist to promote risk-mitigation and compliance in an efficient manner, consistent with both risk and business goals and objectives.

5. Strategic Planning. Using a range of reports and information - together with my own judgment - I help teams look ahead to avoid or reduce risk. As part of risk-management strategic planning, I routinely prepare original materials for our teams.

Technical Director, Business Risk and Internal Controls (BRIC)
May 2018 - June 2020 (2 years 2 months)
Austin, Texas Area

Support Schwab's Core Technology Solutions' (CTS) Risk and Control Self-Assessment (RCSA) work. CTS provides innovative client-experience capabilities + efficient middle- and back-office processing for Schwab's Broker-Dealer, Bank, Charles Schwab Investment Management Company, and Retirement Plan Services. RCSA activities include: audit and remediation liaison; control and control procedure organization; and risk-prevention work for Operational and IT Risk and Control Management. Phone: (512) 682-5673.

State Bar of Texas
Committee Member, Professionalism Committee
June 2014 - Present (9 years 7 months)
Austin, Texas

Committee Member of Professionalism Committee for State Bar of Texas. The Professionalism Committee focuses on increasing professionalism and development of new lawyers. Committee membership is by appointment of the President of the State Bar of Texas. Terms: 2014 -2017; 2017 - 2020; 2020 - 2023; 2023 - 2026 (begins June 2023).

Electronic Arts (EA)
Risk Manager

February 2016 - May 2018 (2 years 4 months)
Austin, Texas Area

1. Risk Manager for EA's World Wide Customer Experience Center. Special emphasis on IT security issue-identification and triage.
2. Managed staff in Austin, TX & Galway, Ireland.
3. (CRISC Domain 1) Identified, Assessed, and Evaluated risk/business-continuity issues in support of WWCE and EA strategic goals.
4. (CRISC Domain 2) Developed and implemented risk responses to ensure risk factors and events, including business continuity, were addressed in a cost-effective manner, consistent with business objectives.
5. (CRISC Domain 3) Monitored risk and communicated information to relevant stakeholders.
6. Designed and implemented controls which provided early warning, to support business objectives.
7. Provided data and analyses to improve:

* IT Security;
* Identity & Authentication;
* Privacy;
* Compliance; and
*Business Continuity.

Law Office of Robert B. Goss, P.C.
Director of Communications
August 2015 - January 2016 (6 months)
Houston, Texas Area; Austin, Texas Area

Created blog content on Veteran Law and Texas Health, Consumer,and Estate-Management issues to educate and engage audience segments and lead to measurable action; Crafted communications vehicles generating awareness of specific Veteran and Texas Health, Consumer, and Estate-Management issues; Coordinated webpage maintenance, ensuring new and consistent information (e.g., article links, stories, and events) posted regularly; Data analysis.

Department of Veterans Affairs
4 years 9 months

Audit Data Analytics - Internal Controls Service (ICS)
March 2014 - December 2014 (10 months)
Austin, Texas Area

Created Internal Control Service's first-ever Data Analytics Program for VA’s A-123, Appendix A (Internal Control over Financial Reporting) Portfolio.

Relational database linking ICS finance Risk-Control Matrix (RCM), narratives, controls, sites tested, finding, recommendations, and remediation data by fiscal year and VA administration. Provided VA management with iterative and investigative review capability, from any location with access to VA's system. Employed data in existing Word and Excel documents (using Access to translate some Word-document data to spreadsheet form), leveraging Office's SharePoint capabilities to create multiple, custom, on-demand reports for VA senior management. (March 2014 – December 2014)

Associate Director, Support Division
April 2010 - December 2014 (4 years 9 months)
Austin, Texas

Business Continuity/Disaster Recovery POC and strategic-planning lead for Internal Controls Service, including for COOP, emergency notifications, and remote work programs. Internal controls for financial reporting and financial systems. Led analytics group supporting VA's A-123, Appendix A (financial reporting) and Appendix D (financial systems). Responsible for all contract support, including task order preparation, finance tracking, and security management. Prepared and edited written analyses of multiple VA programs for VA management review of internal controls over financial reporting. VA-certified Contracting Officer's Representative (COR).

U.S. Immigration and Customs Enforcement (ICE) - Detail
Senior Advisor, Trademarks (USPTO)/Detail, U.S. Immigration and Customs Enforcement (ICE)
July 2009 - April 2010 (10 months)
Alexandria, VA and Arlington, VA

U.S. Immigration and Customs Enforcement, Homeland Security Investigations
(Detail - Technical Advisor; December 2009 - April 2010).

First-ever USPTO representative to U.S. Immigration and Customs Enforcement (ICS), Homeland Security Investigations (HSI)-led National Intellectual Property Rights (IPR) Coordination Center. Provided IPR with technical expertise on trademark, copyright, and patent issues helpful to successful law-enforcement actions (e.g., criminal prosecution; raids; ring infiltration) involving counterfeit pharmaceuticals, trademark tags, and other goods in trade. Met with private-sector representatives on protection issues. Created consolidated analytic reports on enforcement trends for USPTO supervisor and staff of USPTO's Office of Policy and International Affairs.

The mission of the IPR Center is to ensure national security by protecting public health and safety, the U.S. economy, and U.S. war fighters, and to stop predatory and unfair trade practices that threaten the global economy. The IPR Center brings together 23 partner agencies, consisting of 19 key federal agencies, Interpol, Europol and the governments of Canada and Mexico in a task-force setting. The task force structure enables the IPR Center to effectively leverage the resources, skills, and authorities of each partner and provide a comprehensive response to IP theft. The IPR Center is led by an ICE-HSI Director with Deputy Directors from HSI and U.S. Customs and Border Protection (CBP).

USPTO

7 years 3 months

Senior-Advisor, Trademarks (USPTO)

July 2009 - November 2009 (5 months)

Alexandria, VA

Detailed to urgent-need project to prepare a complete training program for USPTO's patent and trademark examiners focusing on international patent, trademark, and copyright matters.
3-6 month turnaround time requested. Significantly exceeded expectations, with materials prepared for presentation in 2.5 months.

Chief of Staff, USPTO

January 2005 - July 2009 (4 years 7 months)

Arlington, VA and Alexandria, VA

1. Business Continuity/Disaster Recovery. Participated in two disaster-recovery requirements-setting and site location efforts to identify dual-use fail-over site for IT/Data Center Operations. Annual Federal agency COOP exercises. With other USPTO senior leaders, responsible for operationalizing crisis communications and ensuring succession planning and legal notifications for stakeholders (primarily attorneys prosecuting patent and trademark applications for clients).

2. External Audits. Participated and assisted with USPTO response to various Government Accountability Office (GAO) audits. Coordinated document and response preparation for GAO and external (financial) audit inquiries directed to the Office of the Under Secretary.

3. Legal. Coordinated with USPTO’s General Counsel, Solicitor, and other USPTO legal staff in preparing briefings for Administration representatives

including the Secretary of Commerce, United States Trade Representative, USPTO's Under Secretary, Deputy Under Secretary, attorneys for the Department of Justice, as well as for Members of Congress and their staffs. Subject matter reviewed and coordinated included: Union Matters. (Patent Office Professionals Union; National Treasury Employees Union (NTEU), Locals 243 and 245); Review of collective bargaining agreements (CBA); meeting with Union presidents and E-Boards; review of proposed USPTO actions for compliance with or consideration of CBAs and Union sensitivities.

Human Resources. Involved in all aspects of Human Resource planning and management, regarding agency wide hiring efforts to address the significant backlog of unexamined patent applications; RIF preparation and avoidance.

4. Leadership/Management. Immediate Management responsibility for the staffs of Office of the Under Secretary and Office of Public Affairs (16 employees and $4 million annual budget). Promoted use of web-conference services to ensure public and employee access to meetings and seminars.

Senior Advisor/Executive Assistant (USPTO)
September 2002 - December 2004 (2 years 4 months)
Arlington, VA

Policy advisor on international and domestic trademark matters
Policy support for private-sector advisory committees
Policy support for trade groups (wine, spirits, prepared foodstuffs, other consumer goods) and U.S. Chamber of Commerce
Coordination with private-sector groups and individuals
International negotiations

George Mason University School of Law
Lecturer
2002 - 2003 (1 year)
Arlington, VA

"Introduction to Geographical Indications" lectures.

Trademark legal expert to Office of the United States Trade Representative, WTO dispute settlement, U.S. - Section 211 Omnibus Appropriations Act of 1998; World Intellectual Property Organization - - USPTO/USG representation (1998 - 2003)

Ms. Meltzer's work experience at the USPTO includes six years as a trademark examining attorney and two years as a trademark petitions attorney. Since 1998, Eleanor has been a trademark expert with the USPTO's Office of International Property Policy and Enforcement (OIPPE), and was assigned on long-term detail to the Office of the Under Secretary as Chief of Staff.

Prior to joining the USPTO in 1990, Ms. Meltzer worked variously for Mobil Oil Corporation, GTE Spacenet, and another federal government agency.

Ms. Meltzer has given numerous presentations and speeches on a broad range of topics related to trademarks and geographical indications.

Georgetown University Law Center

Adjunct Professor, Georgetown University Law Center
January 2001 - May 2001 (5 months)
Washington, D.C.

Graduate course on trademark prosecution. Using sample trademark applications, provided students with technical skills required for perform examination and prosecution as trademark examining attorneys.

Virginia State Bar

Section Chair - Section on Intellectual Property
June 1999 - May 2000 (1 year)

Led IP Section through aggressive promotion of Section's on-line presence and quarterly section newsletters.

USPTO

Petitions Attorney (Office of the Commissioner for Trademarks)
January 1996 - January 1998 (2 years 1 month)
Arlington, VA

Wrote final agency decisions in trademark petitions to the Commissioner
Policy oversight of the Trademark Assistance Center and Post Registration divisions. (Handled complex trademark questions in both areas)
Conducted videoconference training sessions for members of the public
Trademark expert for USPTO's Independent Inventor Conferences

Trademark Examining Attorney

Education

Georgetown University Law Center

J.D., International & Comparative Law · (1986 - 1990)

Stanford University

A.B., International Relations · (1979 - 1983)

Commissioners Court - Regular Session **21.**

Meeting Date: 12/19/2023

Blythe Plunkett Wilco Historical Commission Application

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of Blythe Plunkett for a two-year term on the Williamson County Historical Commission (WCHC) effective immediately and ending on December 31, 2025.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Blythe Plunkett WCHC Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 11:21 AM
Form Started By: Garry Brown		Started On: 12/14/2023 10:11 AM
Final Approval Date: 12/14/2023		

Williamson County Historical Commission (WCHC)
Formal Request for appointment to WCHC

Name of Individual Blythe Plunkett

Address [redacted] **City** [redacted] **State** TX **Zip** [redacted]

Home Phone [redacted] **Work Phone** _____ **Cell** _____

Email Address [redacted]

(Email and internet access is not mandatory, but highly recommended.)

In which County Precinct do you reside?

☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ Not sure ☐ I am not a resident of Williamson County

Have you ever served on a county-appointed board? ☐ Yes ☒ No

If yes, which one/s? _____

Have you ever served on a county historical commission (CHC)? ☐ Yes ☒ No

If yes, where and for how long? _____

Hours you are prepared to volunteer each month:

☐ 1-10 ☒ 11-20 ☐ 21-30 ☐ 31-40 ☐ 41-50 ☐ 51-60 ☐ 61-70 ☐ 70+

Briefly explain your interest in being appointed to the Williamson County Historical Commission:

I'm a native Austinite and have lived in Williamson County since 1982. I never see myself leaving the area and am very passionate about preserving the community that has been built here. I've served on the board of Round Rock Preservation the past four years and would like to broaden my reach.

BACKGROUND INFORMATION:

Experience with similar service-oriented organizations I currently serve on the board of RR Preservation and have been very involved in the community for decades namely with health and homelessness-oriented organizations .

Current or former occupation/s Project Manager, Operations Manager, Volunteer Manager, Case Manager, Purchasing Manager, Corrections Officer

Current or former employer/s TDIndustries, Biggs Plumbing, Project Transitions, Mobile Loaves & Fishes, Palm Harbor Homes, Round Rock Machine & Mfg.

Educational Background Indicate any professional degrees or certificates; indicate if you are currently enrolled in an educational program.

Project Management Professional, Community Health Worker, studied criminology at UTSA.

Other experience or training that might add to the livelihood of the WCHC?

Special Interests/Hobbies: Bicycling, painting, helping the homeless, historic preservation, home improvement projects and health equity.

If not a Williamson County resident, please indicate where you reside and comment on the degree to which that distance would impact your ability to serve (attend meetings, provide support and preparation for projects or events, attend events, etc.)

Commissioners Court - Regular Session **22.**

Meeting Date: 12/19/2023

Historical Commission

Submitted For: Cynthia Long **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Allison Davis of Cedar Park to the Williamson County Historical Commission.

Background

Allison has lived in Cedar Park for the past 10 years and has is a member of the Cemetery Restoration Volunteers.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 10:44 AM
Form Started By: Rachel Rull		Started On: 12/14/2023 10:29 AM
Final Approval Date: 12/14/2023		

Commissioners Court - Regular Session **23.**

Meeting Date: 12/19/2023

Historical Commission

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Richard (Rick) Schampers of Georgetown to the Williamson County Historical Commission.

Background

Mr. Shampers is an active member of the Cemetery Restoration Volunteers and has been a speaker at the "Toast to Our Past" yearly event.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 10:35 AM
Form Started By: Rachel Rull		Started On: 12/14/2023 09:31 AM
Final Approval Date: 12/14/2023		

Commissioners Court - Regular Session **24.**

Meeting Date: 12/19/2023

Historical Commission

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Nancy Hill to the Williamson County Historical Commission.

Background

Nancy is the executive director of the Williamson Museum and has been attending historical commission meeting for the past two years.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 10:35 AM
Form Started By: Rachel Rull		Started On: 12/14/2023 09:50 AM
Final Approval Date: 12/14/2023		

Commissioners Court - Regular Session **25.**

Meeting Date: 12/19/2023

Historical Commission Reappointments

Submitted By: Rachel Rull, Commissioner Pct. #3

Department: Historical Commission

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing the current members of the Williamson County Historical Commission for a term to expire December 31, 2025.

Background

The attached members are willing to continue serving in their capacities as member of the WCHC.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Current WCHC Members

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 11:49 AM
Form Started By: Rachel Rull		Started On: 12/14/2023 11:01 AM
Final Approval Date: 12/14/2023		

Treas, Website	Arnold	Rachel
Chair	Brackenridge	Eloise
Oral History, Moody Museum	Burgess	Joe
		Mildred
Communications	Davis	Hill
	Dipprey	Kandy
Calendar	Doss	Dan
	Ewing	Winnann
Secretary	Forbes	Sylvia
	Glasscock	Barbara
	Komandosky	Ed
Bricks	Little	Shelby
Cemeteries	Plunkett	Joe
Markers	Ross	Mickie
Cemeteries	Ware	Wayne

Commissioners Court - Regular Session **26.**

Meeting Date: 12/19/2023

Historical Commission Appointment

Submitted For: Russ Boles **Submitted By:** Amalia Puentes-Zuazua, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointment of Sabrina Riches for a two-year term on the Williamson County Historical Commission (WCHC) effective immediately and ending on December 31, 2025.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SR

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/13/2023 03:27 PM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/13/2023 03:13 PM
Final Approval Date: 12/13/2023		

Williamson County Historical Commission (WCHC)

Formal Request for appointment to WCHC

Name of Individual Sabrina Riches

Address [redacted] **City** [redacted] **State** [redacted] **Zip** [redacted]

Home Phone [redacted] **Work Phone** _____ **Cell** [redacted]

Email Address [redacted]

(Email and internet access is not mandatory, but highly recommended.)

In which County Precinct do you reside?

☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ Not sure ☐ I am not a resident of Williamson County

Have you ever served on a county-appointed board? ☐ Yes ☒ No

If yes, which one/s? _____

_____

Have you ever served on a county historical commission (CHC)? ☐ Yes ☒ No

If yes, where and for how long? _____

Hours you are prepared to volunteer each month:

☒ 1-10 ☐ 11-20 ☐ 21-30 ☐ 31-40 ☐ 41-50 ☐ 51-60 ☐ 61-70 ☐ 70+

Briefly explain your interest in being appointed to the Williamson County Historical Commission:

I am interested in joining the Williamson County Historical Commission because I'm deeply passionate about preserving our local history. Having lived here for a short time, I've strongly connected to our community's heritage. My archivist, historian, and local volunteer background will allow me to contribute effectively to the Commission's goals. Serving on the Commission will help me ensure that our historical treasures are preserved and appreciated by future generations.

BACKGROUND INFORMATION:

Experience with similar service-oriented organizations I am currently a Collections Volunteer with the Williamson Museum and a Board Member of the Georgetown Friends of the Library

Current or former occupation/s Content Writer, History instructor, author, archivist, library specialist.

Current or former employer/s Whole Bite, LLC, University of Utah Marriott Library in Department of History

Educational Background Indicate any professional degrees or certificates; indicate if you are currently enrolled in an educational program.

MA - History University of Utah 2011
BA - History University of Utah 2007

Other experience or training that might add to the livelihood of the WCHC?

I am the Graphic Designer & social media coordinator for Georgetown Friends of the Library.

Special Interests/Hobbies: History, writing, historical Collections, teaching - material culture, and preservation

If not a Williamson County resident, please indicate where you reside and comment on the degree to which that distance would impact your ability to serve (attend meetings, provide support and preparation for projects or events, attend events, etc.)

N/A - I reside in Round Rock.

Commissioners Court - Regular Session **27.**

Meeting Date: 12/19/2023

Historical Commission Appointment

Submitted For: Russ Boles **Submitted By:** Amalia Puentes-Zuazua, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointment of Kevin West for a two-year term on the Williamson County Historical Commission (WCHC) effective immediately and ending on December 31, 2025.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KW

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/13/2023 03:27 PM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/13/2023 03:19 PM
Final Approval Date: 12/13/2023		

Williamson County Historical Commission (WCHC)
Formal Request for appointment to WCHC

Name of Individual Kevin West

Address [redacted] **City** [redacted] **State** [redacted] **Zip** [redacted]

Home Phone [redacted] **Work Phone** [redacted] **Cell** [redacted]

Email Address [redacted]

(Email and internet access is not mandatory, but highly recommended.)

In which County Precinct do you reside?

☐ 1 ☐ 2 ☐ 3 ☑ 4 ☐ Not sure ☐ I am not a resident of Williamson County

Have you ever served on a county-appointed board? ☑ Yes ☐ No

If yes, which one/s? Fort Bend County Historical Commission

Have you ever served on a county historical commission (CHC)? ☑ Yes ☐ No

If yes, where and for how long? Fort Bend County 2017 - 2022

Hours you are prepared to volunteer each month:

☐ 1-10 ☑ 11-20 ☐ 21-30 ☐ 31-40 ☐ 41-50 ☐ 51-60 ☐ 61-70 ☐ 70+

Briefly explain your interest in being appointed to the Williamson County Historical Commission:

I would enjoy preserving and learning the history of Williamson County. My committee interests include markers, cemetries and archives.

BACKGROUND INFORMATION:

Experience with similar service-oriented organizations Cinco M.U.D. 7 (2 years), Fort Bend County Republican Party Commissioner (2 years).

Current or former occupation/s Current owner of a waste management company. Former 25 years in energy ind.

Current or former employer/s Shell, Direct Energy, Williams, and Consultant at Orbit Energy, LifeEnergy, Spark Energy, Ignite Energy.

Educational Background Indicate any professional degrees or certificates; indicate if you are currently enrolled in an educational program.

B.S. Marketing, Ball State University, 1992, M.B.A, University of Texas El Paso, 2005

Other experience or training that might add to the livelihood of the WCHC?

I was in the process of submitting a marker for Cinco Ranch, a 10,000 acre housing development.

Special Interests/Hobbies: Movies, Basketball, Gardening, and Cooking.

If not a Williamson County resident, please indicate where you reside and comment on the degree to which that distance would impact your ability to serve (attend meetings, provide support and preparation for projects or events, attend events, etc.)

N/A

Commissioners Court - Regular Session **28.**

Meeting Date: 12/19/2023

Historical Commission Appointment

Submitted For: Russ Boles **Submitted By:** Amalia Puentes-Zuazua, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointment of Jonathan Stephenson for a two-year term on the Williamson County Historical Commission (WCHC) effective immediately and ending on December 31, 2025.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JS

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/13/2023 03:28 PM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/13/2023 03:21 PM
Final Approval Date: 12/13/2023		

Williamson County Historical Commission (WCHC)
Formal Request for appointment to WCHC

Name of Individual Jonathan Stephenson

Address [redacted] **City** [redacted] **State** [redacted] **Zip** [redacted]

Home Phone [redacted] **Work Phone** _____ **Cell** [redacted]

Email Address [redacted]

(Email and internet access is not mandatory, but highly recommended.)

In which County Precinct do you reside?

☐ 1 ☐ 2 ☐ 3 ☑ 4 ☐ Not sure ☐ I am not a resident of Williamson County

Have you ever served on a county-appointed board? ☐ Yes ☑ No

If yes, which one/s? _____

Have you ever served on a county historical commission (CHC)? ☐ Yes ☑ No

If yes, where and for how long? _____

Hours you are prepared to volunteer each month:

☐ 1-10 ☐ 11-20 ☐ 21-30 ☐ 31-40 ☑ 41-50 ☐ 51-60 ☐ 61-70 ☐ 70+

Briefly explain your interest in being appointed to the Williamson County Historical Commission:

I currently serve on the Hutto City Historical Preservation Commission, 2021 to present. I chair a writing committee currenty producing the early history of the Hutto area. In doing so, I have done signifant research in county records and learned much about county history. I would like to apply what I have learned and done in Hutto in the county.

Stephenson

BACKGROUND INFORMATION:

Experience with similar service-oriented organizations Hutto City Historical Preservation Commission, 2021- present; chair, History Committee, Philadelphia PA Temple; Board member, Philadelphia Parkway Council, 2014-17 Attended 2022 Texas Historical Commission Conference: Real Places

Current or former occupation/s Retired educator; education administration; writer and editor, Ensign magazine for The Church of Jesus Christ of Latter-day Saints

Current or former employer/s Austin Basketball Officials Association, basketball official for high schools

Educational Background Indicate any professional degrees or certificates; indicate if you are currently enrolled in an educational program.

B.A., University of Pennsylvania

M.A., Brigham Young University

Other experience or training that might add to the livelihood of the WCHC?

Have served in numerous volunteer ecclesiastical positions for the Church of Jesus Christ of Latter-day Saints

Special Interests/Hobbies: historical research; writing; community service

If not a Williamson County resident, please indicate where you reside and comment on the degree to which that distance would impact your ability to serve (attend meetings, provide support and preparation for projects or events, attend events, etc.)

Commissioners Court - Regular Session **29.**

Meeting Date: 12/19/2023

Justice of the Peace 3 NOVEMBER 2023 Monthly Report

Submitted For: Evelyn McLean **Submitted By:** Mary Alcala, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, November 2023 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

November 2023 - CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/11/2023 03:07 PM
Form Started By: Mary Alcala		Started On: 12/08/2023 03:14 PM
Final Approval Date: 12/11/2023		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is *a true and correct* report for the month of November 2023.

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 6th day of December 2023, to certify which witness my hand and seal of office.

NOTARY PUBLIC
in and for the State of Texas

MARY ANN ALCALA
Notary Public, State of Texas
Comm. Expires 04-12-2025
Notary ID 133030414

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **11/01/2023 - 11/30/2023** Case Categories: **Civil**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	118.75
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	9,840.00
	0100 - General Fund Total:	**9,958.75**
	Fee Totals for All Funds:	**9,958.75**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **11/01/2023 - 11/30/2023** Case Categories: **Civil**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
AB	Abstract	10.00	2	0.00	0	0.00	0	10.00	2
CCOP	Civil Copies	18.00	10	0.00	0	0.00	0	18.00	10
CERT	Certified Copy	8.75	2	0.00	0	0.00	0	8.75	2
CONT3	Constable Service Fee Pct #3	7,840.00	79	0.00	0	0.00	0	7,840.00	79
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
TRANS	Transcript	10.00	1	0.00	0	0.00	0	10.00	1
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	45.00	9	0.00	0	0.00	0	45.00	9
WSF3	Constable #3 - Writ Service Fee	2,000.00	10	0.00	0	0.00	0	2,000.00	10
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		9,958.75	115	0.00	0	0.00	0	9,958.75	115

Receipt Journal by Fund and Fee Code

TXWILLIAMSONPROD

Transaction Date Range: **11/01/2023 - 11/30/2023** Sorted by: **By receipt number**

JP3

JP3

Criminal

Receipt Number	Party / Case #	Date	Totals	Fee Totals	207017 COLLFEE	Citation Number	Disposition Date	Cashier / Station
Payment JP3-2023-12802	HILL, NYSHA SALOMIE 3CR-18-09669	AuditID: 8843999 11/01/2023	**290.60**	63.60	63.60	TX58XH0NHC1W	11/07/2023	Malcolm, Sandra SNM
Payment JP3-2023-12803	HILL, NYSHA SALOMIE 3CR-19-14574	AuditID: 8844001 11/01/2023	**433.60**	96.60	96.60	TX5LX00TOVG4	11/07/2023	Malcolm, Sandra SNM
E-Filing Payment JP3-2023-12815	SERRANO, SHACOLA CHARMAINE 3CR-17-08641	AuditID: 8844179 11/02/2023	**234.00**	54.00	54.00	TX4YIB0IZKPQ	11/02/2023	Payments, Certified JP3EFILE
Payment JP3-2023-12825	Newton, Adam Frank 3CR-16-07177	AuditID: 8844402 11/02/2023	**308.10**	71.10	71.10	590673	11/02/2023	Garza, Audrey AAG
E-Filing Payment JP3-2023-12843	CORDERO, ROBERT JOSE LEE 3CR-20-02863	AuditID: 8844806 11/02/2023	**78.85**	34.59	34.59	TX5OW60MCANT	03/06/2023	Payments, Certified JP3EFILE
E-Filing Payment JP3-2023-12844	WARDLOW, LYRIC ELEASE 3CR-18-02328	AuditID: 8844859 11/02/2023	**65.44**	16.14	16.14	TX54D10HOMUX	09/08/2023	Payments, Certified JP3EFILE
E-Filing Payment JP3-2023-12875	GONZALES, DAVID ARTURO 3CR-17-05608	AuditID: 8845582 11/03/2023	**99.67**	21.48	21.48	TX4WJK0PYNAZ	08/03/2022	Payments, Certified JP3EFILE
Payment JP3-2023-12885	FUNES, KARLA GISSEL 3CR-22-04039	AuditID: 8845723 11/03/2023	**271.80**	85.80	85.80	TX6ACD0DPH7D	11/03/2023	Malcolm, Sandra SNM
E-Filing Payment JP3-2023-12896	ALAMO FIGUEROA, FRANCISCO JULIAN 3CR-23-03178	AuditID: 8845785 11/04/2023	**228.80**	52.80	52.80	TX6JEH0JHBXH	11/06/2023	Payments, Certified JP3EFILE
Payment JP3-2023-12907	CASTANEDA, EDITH-CAROLINA 3CR-16-09050	AuditID: 8846151 11/06/2023	**431.60**	99.60	99.60	TX4PQC0HOO7L	11/06/2023	Garza, Audrey AAG
Payment JP3-2023-12937	DYKAS, CONRAD PETER 3CR-22-11431	AuditID: 8846741 11/06/2023	**371.80**	85.80	85.80	TX6G3B0MCAVH	11/06/2023	Malcolm, Sandra SNM
Payment JP3-2023-12943	Hernandez-Espinoza, David 3CR-16-00655	AuditID: 8846812 11/06/2023	**150.00**	51.28	51.28	TX4IX60UTT8V	11/06/2023	Garza, Audrey AAG

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **11/01/2023 - 11/30/2023** Case Categories: **Criminal**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	6,000.71
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	382.07
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	211.16
01-0100-0000-341802 - FEES OF OFFICE, JP PCT-2	L-004-3-01-0100-0000-341802: 01-0100-0000-341802 - FEES OF OFFICE, JP PCT #2	5.00
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	10,188.86
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	669.51
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	58,728.14
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	0.30
	0100 - General Fund Total:	**76,185.75**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	109.18
	0361 - JP Security Fund Total:	**109.18**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	71.30
	0365 - Child Safety Fund Total:	**71.30**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	136.45
	0367 - JP-3 Truancy Program Fund Total:	**136.45**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	109.16
	0372 - Justice Court Technology Fund Total:	**109.16**

Payment Report - G/L and Fund Summary

Transaction Date: **11/01/2023 - 11/30/2023** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	50.12
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	1,051.85
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	105.18
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	157.77
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	171.02
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	1.49
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	250.85
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	52.59
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	57.73
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	268.44
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,767.69
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	33.44
	0399 - State Agency Fund Total:	**3,968.17**
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	1,953.00
	JP BOND Total:	**1,953.00**
	Fee Totals for All Funds:	**82,533.01**

Payment Report - Fee Code Summary

Transaction Date: **11/01/2023 - 11/30/2023** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCA3	Arrest/Service Fee - Const. Pct. 3	10.00	2	0.00	0	0.00	0	10.00	2
AFDPS	Arrest Fee - DPS (CCP 102.011)	84.63	24	0.00	0	0.00	0	84.63	24
AFLHP	Arrest Fee - Liberty Hill Police Department	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	36.85	11	0.00	0	0.00	0	36.85	11
CB	Cash Bond	1,953.00	5	0.00	0	0.00	0	1,953.00	5
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	1,051.85	37	0.00	0	0.00	0	1,051.85	37
CFINE	County Fine	58,728.14	538	0.00	0	0.00	0	58,728.14	538
CHS	Courthouse Security Fee (CCP 102.017)	81.89	38	0.00	0	0.00	0	81.89	38
CHSJC	JP Security Fee (CCP 102.017)	27.29	38	0.00	0	0.00	0	27.29	38
COLLFEE	Collection Agency Fee	6,000.71	94	0.00	0	0.00	0	6,000.71	94
COPIES	Certified Copies	4.00	2	0.00	0	0.00	0	4.00	2
COPY	Copies	3.50	1	0.00	0	0.00	0	3.50	1
CSSF	Child Safety School Fee (CCP 102.014(c))	71.30	3	0.00	0	0.00	0	71.30	3
DDF	Deferred Disposition Fee	10,140.66	76	0.00	0	0.00	0	10,140.66	76
FNTC1	Child Safety Seat Fine Trauma Center	57.73	3	0.00	0	0.00	0	57.73	3
IDF	Indigent Defense Fee (LGC 133.107)	52.59	37	0.00	0	0.00	0	52.59	37
JCTF	Justice Court Technology Fee (CCP 102.0173)	109.16	38	0.00	0	0.00	0	109.16	38
JFR	Jury Reimbursement Fee (CCP 102.0045)	105.18	37	0.00	0	0.00	0	105.18	37
JTP	Juvenile Truancy Program (CCP 102.0174)	136.45	38	0.00	0	0.00	0	136.45	38
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	25.06	35	0.00	0	0.00	0	25.06	35
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	25.06	35	0.00	0	0.00	0	25.06	35
JUSFC	Judicial Support Fund - County (LGC 133.105)	15.76	37	0.00	0	0.00	0	15.76	37
JUSFS	Judicial Support Fund - State (LGC 133.105)	142.01	37	0.00	0	0.00	0	142.01	37
LT10	Overpayments < $10	0.30	1	0.00	0	0.00	0	0.30	1
MVF	Moving Violation Fee (CCP 102.022)	1.49	20	0.00	0	0.00	0	1.49	20
OMNI	OMNI Fee	53.70	13	0.00	0	0.00	0	53.70	13
OMNIC	OMNI Fee - County	35.79	13	0.00	0	0.00	0	35.79	13
OMNIS	OMNI Fee - State	178.95	13	0.00	0	0.00	0	178.95	13
SFC3	Service/Arrest Fee - Const. 3	109.74	17	0.00	0	0.00	0	109.74	17
SFMCWV	State Fine - Motor Carrier Weight Violation	1,767.69	14	0.00	0	0.00	0	1,767.69	14

Payment Report - Fee Code Summary

Transaction Date: **11/01/2023 - 11/30/2023** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SFOC	Service Fee - Out of County	6.62	2	0.00	0	0.00	0	6.62	2
STF	State Traffic Fee (TC 542.4031)	250.85	12	0.00	0	0.00	0	250.85	12
TPC	Time Payment Fee - County	9.10	1	0.00	0	0.00	0	9.10	1
TPS	Time Payment Fee - State	24.34	3	0.00	0	0.00	0	24.34	3
TPWF	Texas P&W Fine	382.07	8	0.00	0	0.00	0	382.07	8
UFA	Uniform Traffic Act (TC 542.403)	34.08	15	0.00	0	0.00	0	34.08	15
WARC3	Warrant Fee - Constable Pct. 3	549.77	16	0.00	0	0.00	0	549.77	16
WCSO	Williamson County Sheriff	174.31	4	0.00	0	0.00	0	174.31	4
WFDPS	Warrant Fee - DPS	86.39	1	0.00	0	0.00	0	86.39	1

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	82,533.01	1,320	0.00	0	0.00	0	82,533.01	1,320

Commissioners Court - Regular Session **30.**

Meeting Date: 12/19/2023

Fuels/Fire Mitgation Project at Twin Springs Preserve

Submitted By: Josh Renner, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the approval of Team Rubicon performing a fire mitigation project at Twin Springs Preserve on January 10th through January 15th, 2024.

Background

The project originally anticipated to be performed on December 13th through 17th, 2023 required rescheduling to January 10th through 15th, 2024. A new agreement reflecting the new dates is attached.

Team Rubicon, Inc. is a 501(c)3 organization that is volunteering to mitigate the fire potential at Twin Springs Preserve. Team Rubicon will construct a shaded fuel break at no cost to the county and Team Rubicon will be able to certify their volunteers as sawyers and trained in the operation of other heavy equipment. .

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Release Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 10:57 AM
Form Started By: Josh Renner		Started On: 12/14/2023 10:44 AM
Final Approval Date: 12/14/2023		

USE, LIABILITY AND INDEMNITY AGREEMENT

I. PARTIES

This document constitutes an agreement ("Agreement") between Williamson County ("County") and the entity named herein below ("User") relating to the User's use of County's real property, as more fully described herein below.

II. PURPOSE

County owns property known as the Twin Springs Preserve being located near adjacent residential subdivisions. The Twin Springs Preserve contains environmentally sensitive features. County needs to maintain fuel breaks within the Twin Springs Preserve, which adjoins residential spaces in order to remove dead fuels (hereinafter referred to as the "Project").

User is need of training and certifying individuals in the use of a chainsaws. In consideration for allowing User to use the County's Twin Springs Preserve for purposes of chainsaw training, User has agreed to perform the Project; and the County hereby agrees to permit User to use the Twin Springs Preserve for said limited purpose.

III. LIABILITY AND INDEMNIFICATION

USER, IN USING THE COUNTY'S TWIN SPRINGS PRESERVE DOES SO AT ITS OWN RISK. COUNTY SHALL NOT BE LIABLE FOR ANY DAMAGES TO PROPERTY OR DAMAGES ARISING FROM PERSONAL INJURIES SUSTAINED BY USER OR ANY OF ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS, IN, ON OR ABOUT THE COUNTY'S TWIN SPRINGS PRESERVE , OR OF ANY OTHER PORTION OF THE COUNTY'S PROPERTY, INCLUDING BUILDINGS, PARKING AREA WALKWAYS OF THE COUNTY'S TWIN SPRINGS PRESERVE , UNLESS SUCH DAMAGE OR INJURY IS CAUSED BY THE COUNTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. USER ASSUMES FULL RESPONSIBILITY FOR ANY PROPERTY DAMAGE OR INJURY WHICH MAY OCCUR TO USER, ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS IN, ON OR ABOUT THE COUNTY'S TWIN SPRINGS PRESERVE OR OTHER PORTION OF THE COUNTY'S TWIN SPRINGS PRESERVE , UNLESS SUCH DAMAGE OR INJURY IS CAUSED BY THE COUNTY'S NEGLIGENCE OR WILLFUL MISCONDUCT.

USER SHALL CONDUCT ITS ACTIVITIES UPON THE COUNTY'S TWIN SPRINGS PRESERVE SO AS NOT TO ENDANGER ANY PERSON THEREON. IN CONSIDERATION OF COUNTY'S AGREEMENT TO ALLOW USER TO USE THE COUNTY'S PROPERTY, USER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PERSONS") FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, CLAIMS, DEMANDS, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND LITIGATION EXPENSES) TO WHICH ANY OF THE INDEMNIFIED PERSONS MAY BECOME SUBJECT BY REASON OF, OR IN ANY WAY RELATED TO, (A) THE USE OF THE COUNTY'S TWIN SPRINGS PRESERVE BY USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS OR BREACHES OF APPLICABLE CODES, LAWS, RULES AND REGULATIONS BY THE USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS, (B) ANY ACTION, OMISSION OR NEGLIGENCE, WHETHER IN WHOLE OR IN PART, OF THE USER OR ITS AGENTS, CONTRACTORS,

EMPLOYEES, OR GUESTS. THE INDEMNIFIED PERSONS SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND THE USER HEREBY RELEASES AND FOREVER DISCHARGES THE INDEMNIFIED PERSONS FROM, ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR PROPERTY OF USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS IN, ON OR AROUND THE COUNTY'S TWIN SPRINGS PRESERVE OR OTHER PORTION OF THE COUNTY'S PROPERTY RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THEFT AND VANDALISM. IN NO EVENT SHALL ANY INDEMNIFIED PERSONS BE LIABLE TO USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, , OR GUESTS FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES SUFFERED OR INCURRED BY USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS AS A RESULT OF THE ACTIONS OR OMISSIONS OF ANY INDEMNIFIED PERSON.

User shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the User's use of the County's Twin Springs Preserve. User shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to User and/or its agents, contractors, employees, or guests, all other persons in, on or around the County's Twin Springs Preserve and all property in, on or around the County's Twin Springs Preserve, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. User hereby agrees to obtain insurance with coverage limits acceptable to County and name County as an Additional Insured.

The terms of this Liability and Indemnification provision shall survive any termination of this Agreement.

IV. TERM OF AGREEMENT

The User shall be allowed to use the County's Twin Springs Preserve from **6:00 a.m. on January 10, 2024, until 5:00 p.m. on January 15, 2024.**

EXECUTED BY THE PARTIES TO BE EFFECTIVE AS OF THE DATE OF THE LAST PARTY'S EXECUTION BELOW:

County:

Williamson County
710 Main Street, Suite 101
Georgetown, TX 78626

Date: _____ _____, 20___

By: _____
Bill Gravell, Jr.
Williamson County Judge

User:

Team Rubicon, Inc.
6171 W. Century Blvd.
Suite 310
Los Angeles, CA 90045

Date: ____ ____, 20___

By:

_____

Printed Name: Elizabeth Saunders

Official Capacity: Operations Associate- South Texas

Commissioners Court - Regular Session **31.**

Meeting Date: 12/19/2023

Approval of Agreement for Bridge Program Loaner Products with Ambu, Inc. for Emergency Medical Services

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, Consider and take appropriate action on approving the Bridge Program Loaner Product Agreement #202502 between Ambu, Inc. and Williamson County Emergency Medical Services and authorizing the execution of the agreement.

Background

Williamson County Emergency Services is requesting approval of the Bridge Program Loaner Product Agreement with Ambu, Inc. The KV Channeled blades that are used on the existing video laryngoscope are no longer being manufactured. Ambu, Inc. has a program where they will loan an adapter, which will allow EMS to convert over to the A-Blade, in order to continue to use the KV device at no cost until a new laryngoscope can be purchased. Funding Source: No funding source is needed as this is a no-cost loaner agreement. Point of Contact is Mike Knipstein. A Form 1295 is not needed as Ambu, Inc. is a publicly traded company.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Loaner Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/13/2023 04:07 PM
County Judge Exec Asst.	Becky Pruitt	12/13/2023 04:11 PM
Form Started By: Gretchen Glenn		Started On: 12/13/2023 10:03 AM
Final Approval Date: 12/13/2023		

Ambu

Bridge Program Loaner Product Agreement

This Bridge Program Loaner Product Agreement ("Agreement") is made by and between **Williamson County EMS** located at **3189 SE Inner Loop, Georgetown, TX 78626** ("Customer"), and **Ambu Inc.** ("Ambu"). This Agreement shall be in full force and effect as of the date of the last party's execution below ("Effective Date").

WHEREAS, there is an unforeseen lack of supply of the King Vision Video Laryngoscope Channeled Blades (KVL03C) without any current replacement;

WHEREAS, Ambu has a video adapter that allows the continued use of the King Vision Video Laryngoscope system ("King Vision System") with available blades;

WHEREAS, Customer has a King Vision System and needs the video adapter in order to utilize that King Vision System to the bridge the period until the replacement system (the "New Video Laryngoscope System") is available;

WHEREAS, Ambu agrees to loan Customer Loaner Product in order for Customer to continue to use its King Vision System in the care of patients (the "Purpose")

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Ambu shall loan Customer the product(s) in the quantities listed on Exhibit A attached hereto (the "Loaner Product") for the period until the New Video Laryngoscope System is available (the "Bridge Period"). The Bridge Period shall begin when Customer receives Loaner Product. The Customer Ship-To address for the Loaner Product is as follows:

   Williamson County EMS
   ATTN: John Gonzales
   3189 SE Inner Loop
   Georgetown, TX 78626

2. Ambu and Customer acknowledge and agree that there shall be no charge for this loan.

3. Ambu and Customer acknowledge and agree that Ambu shall retain legal title to the Loaner Product during the Bridge Period.

4. At the conclusion of the Bridge Period, Ambu will contact Customer to arrange for pick-up of the Loaner Product.

5. Notices under this Agreement must be in writing, signed by the sending Party, and sent to the address below. The address listed below may be changed by notice in accordance with this section

If to Ambu:	If to Customer: Williamson County EMS
6721 Columbia Gateway Drive, Suite 200	SE Inner Loop
Columbia, MD 21046	Georgetown TX 78626
Attn: Director of Marketing Core	Attn: John Gonzales
Email: draw@ambu.com	email: jgonzales@wilco.org

with a copy to Legal Counsel
6721 Columbia Gateway Drive, Suite 200
Columbia, MD 21046

6. Product is being provided for the Bridge Period at no-charge and may not be sold or billed to payors or patients.

Acknowledged and Agreed to as of the Effective Date:

Customer: Williamson County EMS	Ambu Inc.
_____	_____
Name:	Name: Allan Jensen
Title:	Title: Vice President of Sales
Date:	Date: 12/12/2023

EXHIBIT A

Product	Quantity
KVLVA34 – aBlade Video Adapter 34	25
KVIS01ADCASE – aBlade case	25

Commissioners Court - Regular Session **32.**

Meeting Date: 12/19/2023

Approval of Multi Year Equipment Calibration and Maintenance Program with FarrWest Environmental Supply, Inc for the Fire Marshal's Department Hazmat Division

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of a Multi-Year Equipment Calibration and Maintenance Program contract #202500 with FarrWest Environmental Supply, Inc. for the annual amount of $64,749.42, per the terms of Buyboard contract #703-23.

Background

This quote is for a multi-year agreement with FarrWest Environmental Supply, Inc for the purchase of hazmat atmospheric monitoring equipment, identification equipment, and calibration equipment. FarrWest is to perform the calibration services and bear the responsibility and liability to ensure that all the equipment is calibrated in accordance with the manufacturer's recommendations. The Hazmat Division of the Fire Marshal's Office receives the calibration records after every 90-day calibration and these records are maintained for the service life of the equipment. This program is to begin on October 1, 2023 and be current for no less than 12 months, with 3 renewal options. Funding Source is 460P. Point of contact is Adrienne Seal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/13/2023 04:15 PM
County Judge Exec Asst.	Becky Pruitt	12/13/2023 04:17 PM
Form Started By: Gretchen Glenn		Started On: 12/12/2023 01:36 PM
Final Approval Date: 12/13/2023		

FARRWEST

Multi-Year Equipment Calibration & Maintenance Program

This equipment calibration and maintenance program is made according to the following terms between Williamson County and FarrWest Environmental Supply, Inc (Farrwest). The following outlines the equipment and services contemplated under this agreement by FarrWest in addition to the responsibilities assigned to Williamson County. This program will begin on **October 1st, 2023,** and be current for no less than 12 months, with 3 renewal options.

Maintained Equipment

Equipment owned and operated by Williamson County, calibrated and maintained by Farrwest.

- 4 x RAE Systems AreaRAE Pro Monitors (Sensors 10.6eV PPB PID, CO, H2S, LEL, O2, Gamma)
- 5 x RAE Systems AreaRAE Plus Monitors (Sensors 10.6eV PID, CO, H2S, LEL, O2)
- 1 x RAE Systems QRAE 3 monitor (Sensors CO, H2S, LEL O2)- Health Department,
- 1 x RAE Systems QRAE 3 monitor (Sensors CO, HCN, LEL O2)
- 1 x RAE Systems MultiRAE Lite monitors (Sensors LR PID, CO, H2S, LEL O2, HCN), pumped
- 2 x RAE Systems MultiRAE Lite monitors (Sensors LR PID, CO, H2S, LEL O2, CL2), pumped
- 3 x RAE Systems MultiRAE monitors (Sensors HR PID, CO, H2S, LEL O2), pumped
- 2 x RAE Systems MultiRAE monitors (Sensors HR PID, CO, H2S, LEL O2, CL2), pumped
- 1 x RAE Systems GammaRAE radiation detector dosimeter
- 4 x RAE Systems MiniRAE 3000 PID monitors (Sensors HR PID 10.6eV)
- 5 x RAE Systems RAE Link 3 wireless modems
- 2 x RAE Systems SensorRAE stations (Sensors Cl2, HCN)
- 5 x RAE Systems AutoRAE 2 Calibration Stations and Cradles
- 1 x Smiths Detection RadSeeker Isotope Identifier (verification only)
- 1 x Smiths Detection Hazmat ID Elite (full Warranty and ReachBack)
- 2 x Ludlum Measurements 2241-3RK radiation detectors
- 1 x Ludlum Measurements 26-1 Pancake radiation detector
- 16 x Thermo Scientific RadEye GF-EX (annual factory calibration)
- 4 x Thermo Scientific RadEye SPRD (annual factory calibration)
- 4 x Sensit Gold gas leak detectors (Sensors PPM LEL, O2)
- 1 x Rigaku Prgogeny RESQ (Verification, and full Warranty/Reachback)
- 1 x Redwave ThreatID GLS (verification, and Warranty/Reachback)
- 1 x RedWave Gas Cell

Calibration-Only Equipment
Equipment whose repair cannot be guaranteed due to unreliable supply of repair parts.

- 3 x ATI PortaSens II (Sensors F2)

Supplied Consumables

- Paper consumables per Williamson County Trailers specified below:

Consumables	Amount Supplied
pH paper	1 per year, per Trailer
Ki paper	1 per year, per Trailer
F paper	1 per year, per Trailer
M8 paper	1 per year, per Trailer
M9 paper	1 per year, per Trailer
Spillfighter	1 per year, per Trailer
Bio 2020	6 per year
Golfballs	5 per year
Footballs	5 per year

- Calibration/ Bump test gas for each sensor type, amount specified below:

Calibration Gas Type	Amount Supplied	Equipment Used
66L 4-Gas Mix	5 per year	AreaRAE Series, MultiRAE Series, QRAE III, Sensit Gold
66L Isobutylene 10 ppm	2 per year	AreaRAE Series
66L Isobutylene 100 ppm	2 per year	AreaRAE Series, MultiRAE Series
66L Hydrogen Cyanide 10 ppm	2 per year	QRAE III, MultiRAE Series
66L Chlorine 10 ppm	4 per year	AreaRAE Series, MultiRAE Series

Supplied Program Services

- 90 Day On-Site Service and Calibration
- Event Monitoring Support, as needed
- Annual Gas monitoring and equipment training class
- 24/7 Live support with RAE Certified Technician and Certified Hazmat Technician
- Loaner Equipment provided for down equipment
- 2-Day sampling classes upon request

Performance Standards

(a) Every **90 days** FarrWest will come on-site to one or more specified locations to inspect, clean, maintain and calibrate the instrumentation outlined above. The monitors will be serviced in preparation for the next service cycle.

(b) FarrWest will perform repairs for damage or failure occurring during *normal usage of equipment*. All associated costs, parts and labor with these repairs will be the responsibility of FarrWest, except where otherwise noted. Usually, these repairs can be completed on-site,

but occasionally Farrwest may need to take equipment back to its facility for repair. Any equipment taken from location will be returned promptly once repaired.

(c) FarrWest will be responsible for any and all sensor replacement, should a sensor fail to calibrate, ***including*** exotic sensors (ie. HCN or any sensor that doesn't have a 2 year warranty) except where otherwise noted.

(d) Instruments marked *Verification-only* will be maintained to their manufacturers specifications, usually a yearly calibration or optimization. These instruments will also receive an operational test during the normal service cycle. ***For any repairs on verification-only equipment in excess of $300, an estimate will be submitted to FarrWest's POC and will be invoiced separately pending approval.***

(e) All radiation equipment that requires calibration will be sent to a 3rd party, approved radiation lab for annual calibration and adjustment, at the expense of FarrWest. All equipment will be verified for proper working order during quarterly maintenance schedule. ***For any repairs on radiation equipment in excess of $300, an estimate will be submitted to FarrWest's POC and will be invoiced separately pending approval.***

(f) All chemical and biological equipment (Smiths Detection) will be verified to proper working order during scheduled maintenance visits. ***For any repairs on chemical and biological equipment in excess of $300, an estimate will be submitted to Williamson County and will be invoiced separately pending approval.***

(g) Due to cost and technology involved, FarrWest will not be responsible for the repair or maintenance of weather related modules or attachments bundled with gas detection, radiation, chemical and biological, or any other equipment. This includes, but is not limited too RAEMet Sensors. ***For any repairs on weather stations, sensors, modules or other weather sensing/reporting equipment an estimate will be submitted to Williamson County and will be invoiced separately pending approval.***

(h) Instruments labeled by the manufacturer as "discontinued" or having reached "end of life" cannot always be maintained due to scarcity of repair parts and sensors. These instruments will be considered as "calibration-only". Calibration-only instruments receive the same interval calibration, but any repairs will be billed separately. All calibration-only instruments will be designated as such in this contract.

(i) All supplied equipment (Farrwest owned) will be provided with the accessories necessary for proper operation at the time of supply. Maintained equipment (Williamson County owned) is expected to have arrived with all necessary accessories at time of purchase. Replacement accessories (i.e. chargers, charging cradles, protective boots, etc) will be provided, up to 3% of the yearly cost of contract per instrument, per year. The cost for replacement accessories beyond this dollar amount will be the responsibility of Williamson County and will be invoiced separately.

Program Updates or Alterations

(a) Sensor-type changes (i.e.. replacing a Hydrogen Sulfide (H2S) sensor with a Ammonia (NH3) sensor) can be done at the request of Williamson County on supported equipment, but may require a change in contract amount to reflect higher cost of sensors and calibration standards.

(b) If *additional* equipment is added to this program during the course of the contract, the contract will be amended for the cost of maintaining the new equipment. The maintenance pricing of additional equipment will be charged in accordance with current contract pricing and will be prorated for the remainder of the contract. Any other associated costs with the

equipment upgrade such as additional calibration gases or consumables will be the responsibility of Williamson County.

Documentation and Support

(a) FarrWest will maintain all service records and provide a copy of those records to Williamson County**.** Farrwest will also provide a login to the Farrwest customer portal in order to obtain copies of calibration and repair documents.

(b) FarrWest will provide loaner units, usually within 24hrs of notice; in the event of unit failure between service intervals for all Maintained and Supplied equipment. Calibration-only equipment will only receive a loaner after a repair invoice has been approved. Due to variety of equipment, exact loaner types may vary, below is the expected loaner type for each type of equipment:

Williamson County Instrument	FarrWest Loaner
AreaRAE Pro, AreaRAE Plus	RAE Systems AreaRAE Series
QRAE III	RAE Systems QRAE III
MultiRAE Lite, MultiRAE	RAE Systems MultiRAE Series
MiniRAE 3000	RAE Systems MiniRAE Series
RAE Link III	RAE Systems RAE Link III
GammaRAE	No Loaner Available
SensorRAE	No Loaner Available
AutoRAE 2 Controllers, Cradles	RAE Systems AutoRAE 2 Controller/Cradle
Gold	Sensit Technologies Gold Series
RadSeeker	Smiths Detection RadSeeker
HazMatID Elite	Smiths Detection HazMatID Elite
RESQ	Rigaku RESQ
2241-3RK	Ludlum 2241-3RK or 14C-3RK
26-1	Ludlum 2241-3RK or 14C-3RK
ThreatID GLS	Redwave ThreatID GLS

(c) Farrwest will provide 24/7/365 phone support for equipment or technical problems with a 1-hour response and solution time.

(d) FarrWest will maintain that it is a factory authorized service facility and will maintain RAE Systems, Sensit Technologies, and Smiths Detection advanced certified technicians on staff at all times. Farrwest will also maintain a Pro-Board Certified Hazmat technician on staff for any technical questions.

Customer responsibilities:

(a) **Lost, stolen, or destroyed equipment – Williamson County** agrees to be responsible for the replacement costs of any Supplied equipment that is lost, stolen or destroyed while in its possession.

(b) **Return of Equipment** –

- **At Termination – Williamson County** agrees to promptly return ALL of the equipment supplied under the terms of this agreement following the termination of

said agreement. This may occur at the conclusion of the contract or under written terms of cancellation agreed upon by both parties.

- **Loaner Equipment –** Williamson County agrees to return loaner equipment to Farrwest promptly upon receiving their repaired equipment. As loaner equipment is taken from Farrwest's rental fleet, **unnecessarily extended** loaner periods result in a loss of rental revenue, which may be recouped from the **Williamson County** in the form of a rental invoice.

(c) **Equipment Issues between service intervals -** Many equipment issues can be fixed over the phone or by email, eliminating the cost of shipping the instrument back and forth. **Williamson County** agrees to contact Farrwest, either by phone or email, prior to sending equipment in for service. Unnecessary shipping costs may be recouped in a separate invoice.

(d) **Renewal** – At the end of this 12 -month agreement, Williamson County will be given the opportunity to renew the maintenance program for an additional **3**, 12-month periods. These renewals will be automatic, payment of delivered invoice will signal acceptance of renewal.

(e) **Purchasing Contracts** – For ease-of-purchasing, FarrWest Environmental Supply is a vendor on both the Houston-Galveston Area Council (**HGAC**) Cooperative Purchasing Program and BuyBoard Cooperative Purchasing Program. FarrWest's HGAC contract number is EP11-20. FarrWest's BuyBoard contract number is 703-23. The price below reflects the discount pricing from these programs.

(f) **Annual Fee for Equipment and Service –**

- An annual payment of **$64,749.42** will be made to FarrWest for the above program. This payment can be made quarterly or monthly.

Additional Considerations

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

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

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

(d) **Mediation**: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

(e) **Venue and Governing Law**: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

(f) **Compliance with All Laws**: Farrwest agrees, in connection with the services or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements, including but not limited to compliance with regulations of the Texas Commission on Environmental Quality and the Occupational Safety and Health Administration. Additionally, Farrwest shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

(g) **No Agency Relationship & Indemnification**: It is understood and agreed that Farrwest shall not in any sense be considered a partner or joint venturer with Williamson County, nor shall Farrwest in any manner hold itself out as an agent or official representative of Williamson County. Farrwest shall be considered an independent Farrwest for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of Williamson County other than what may be expressly allowed under this agreement. Williamson County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Farrwest or failure to act relating to the construction services being provided. Farrwest agrees to indemnify, hold harmless, and defend Williamson County against any claim, demand, loss, injury, damages, action, or liability of any kind against Williamson County resulting from any services Farrwest performs on behalf of Williamson County.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE FARRWEST AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO FARRWEST'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE FARRWEST, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE

RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1103554

Date Filed:
12/12/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

FarrWest Environmental Supply, Inc.
Schertz, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202500
Multi Year Equipment Calibration & Maintenance Program

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Adams, Eileen	Schertz, TX United States	X	
Farr, James	Schertz, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Travis Brown, and my date of birth is _____.

My address is _____ (street), Schertz (city), TX (state), 78154 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Guadalupe County, State of Texas, on the 12 day of Dec. (month), 20 23 (year).

Travis Brown
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1103554

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12/12/2023

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12/12/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

FarrWest Environmental Supply, Inc.
Schertz, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202500
Multi Year Equipment Calibration & Maintenance Program

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Adams, Eileen	Schertz, TX United States	X	
Farr, James	Schertz, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **33.**

Meeting Date: 12/19/2023

Approval of Purchase of Power Policy Professional Software Subscription from Power DMS for Information Systems Department

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving agreement #202467 between Power DMS, Inc. and Williamson County for PowerPolicy Professional Subscription in the amount of $47,842.54, and authorizing execution of the agreement.

Background

The approval of this agreement will benefit the Williamson County Information Systems Department with the ability to create, edit, organize and distribute content from a secure, cloud-based site. The department obtained three (3) quotes for this purchase. Key features included are automatic workflows, signature capture and tracking, side-by-side comparison, Public Facing documents, PowerDMS University and analytics, for advanced reporting. The agreement is attached which outlines the subscription, single sign on service, and site connection fee. Coverage period is from 10/30/2023-10/29/2024. Funding source is 01.0100.0503.005741 as per FY24 budget. Department point of contact is Jeff Isbell., 1294 Form attached, PowerDMS.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form 1295 PowerDMS

Form Review

Inbox	Reviewed By	Date
Purchasing		11/08/2023 03:24 PM
County Judge Exec Asst.	Inky Chandler-Mertz	11/09/2023 08:41 AM
Purchasing	Joy Simonton	12/14/2023 11:25 AM
County Judge Exec Asst.	Becky Pruitt	12/14/2023 11:42 AM
Form Started By: mary.watson		Started On: 11/06/2023 10:29 AM
Final Approval Date: 12/14/2023		

DocuSign Envelope ID: 337C1DAE-6DA8-4F99-A522-66913CEA670D

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Contract Records		Order Details	
Account Number:	A-3330	**Order #:**	Q-214747
Customer:	Williamson County (TX)	**Valid Until:**	10/30/2023
Employee Count:	2,099		
Sales Rep:	Salesforce Administrator		

Customer Contact			
Billing Contact:	Williamson County (TX) Tammy McCulley	**Shipping Contact :**	Williamson County (TX) Tammy McCulley
Billing Address:	301 SE Inner Loop Georgetown, TX 78626	**Shipping Address:**	508 S. Rock Street Georgetown, TX 78626
Billing Contact Email:	tmcculley@wilco.org	**Shipping Contact Email:**	tmcculley@wilco.org
Billing Phone:	512-943-1455	**Shipping Phone:**	512-943-1455

Payment Terms

Payment Term: Net 60 **Notes:** 2000-2099 user tier

PO Number:

Subscription Service

October 2023

Item	Type	Start Date	End Date	Qty	Total (USD)
PowerPolicy Professional Subscription	Recurring	10/30/2023	10/29/2024	2,099	$27,975.12
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
PowerTraining	Recurring	10/30/2023	10/29/2024	2,099	$15,628.02
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerPolicy Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. Quantity reflects number of authorized user licenses for the software-as-a-service subscription.					
SSO	Recurring	10/30/2023	10/29/2024	2,099	$1,739.40
Single Sign on Service					
Site Connection Fee - 501+ users	Recurring	10/30/2023	10/29/2024	1	$2,500.00
Cost to combine accounts together for 501+ users.					
				October 2023 TOTAL:	$47,842.54

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

Payment Terms: All invoices issued hereunder are **due upon the invoice due date.** The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc., a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: https://www.neogov.com/service-specifications. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

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

2. Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the

DocuSign Envelope ID: 337C1DAE-6DA8-4F99-A522-66913CEA670D

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

3. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

4. Right to Audit: NEOGOV agrees that Customer or its duly authorized representatives shall during the term of this Agreement and for ninety days thereafter have access to and the right to examine and photocopy any and all books, documents, papers and records of NEOGOV, which are directly pertinent to the services to be performed under this Service Order for the purposes of making audits, examinations, excerpts, and transcriptions. Customer shall give NEOGOV reasonable advance notice of intended audits.

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

Accepted and Agreed By Authorized Representative of:
Williamson County (TX)

Signature: _____

Printed Name: _____

Title: _____

Date _____

Accepted and Agreed By Authorized Representative of:
NEOGOV

Signature: DocuSigned by: B33C185B680A454... NEOGOV LEGAL KS 9:55 am, Dec 11 2023

Printed Name: Sandy Miranda

Title: Chief Customer Officer

Date 12/12/2023 | 1:08:40 PM PST

**THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.
YOUR SIGNATURE CONSTITUTES ACCEPTANCE OF TERMS HEREIN AND
CONTRACTUAL COMMITMENT TO PURCHASE THE ITEMS LISTED ABOVE.**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1097988

Date Filed:
11/28/2023

Date Acknowledged:
12/05/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

PowerDMS, Inc.
El Segundo, CA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202467
Policy and Compliance Security Platform

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Governmentjobs.com, Inc. dba NEOGOV	El Segundo, CA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1097988

Date Filed:
11/28/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

PowerDMS, Inc.
El Segundo, CA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202467
Policy and Compliance Security Platform

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Governmentjobs.com, Inc. dba NEOGOV	El Segundo, CA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is SANDY MIRANDA, and my date of birth is [redacted].

My address is 2120 PARK PLACE, STE 100 (street), EL SEGUNDO (city), CA (state), 90245 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in LOS ANGELES County, State of CALIFORNIA, on the 28 day of NOVEMBER (month), 20 23 (year).

Sandy Miranda (Nov 28, 2023 13:33 EST)

Signature of authorized agent of contracting business entity
(Declarant)

Form 1295 Certificate 101134254

Final Audit Report 2023-11-28

Created:	2023-11-28
By:	Jen Emerick (jemerick@neogov.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJrNacLIOySIGiCfKNwi-WP3fG9q-EpDv

"Form 1295 Certificate 101134254" History

Document created by Jen Emerick (jemerick@neogov.net)
2023-11-28 - 3:34:35 PM GMT

Document emailed to Sandy Miranda (smiranda@neogov.net) for signature
2023-11-28 - 3:35:24 PM GMT

Email viewed by Sandy Miranda (smiranda@neogov.net)
2023-11-28 - 6:33:07 PM GMT

Document e-signed by Sandy Miranda (smiranda@neogov.net)
Signature Date: 2023-11-28 - 6:33:16 PM GMT - Time Source: server

Agreement completed.
2023-11-28 - 6:33:16 PM GMT

Commissioners Court - Regular Session **34.**

Meeting Date: 12/19/2023

Approval of Purchase for Annual Maintenance and Support for Enterprise Supervision Application Software from Tyler Technologies, Inc. for Information Systems

Submitted For: Joy Simonton **Submitted By:** Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve Purchase #202495 between Williamson County and Tyler Technologies, Inc. for Annual Maintenance and Support for the Enterprise Supervision application, also known as CaseloadPRO, for a total of $68,211.00, pursuant to Sourcewell Contract #090320-TTI.

Background

The approval of this purchase will allow Pre-Trial Services to continue using CaseloadPRO and Supervision Access Premium software. Service dates are 12.01.23-11.30.24. Funding source is 01.0100.0503.004505 as per FY24 budget. The department point of contact is DeAnna Saucedo. Tyler Technologies, Inc. is a publicly-traded company, therefore a Form 1295 is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tyler CaseloadPro Renewal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/13/2023 01:18 PM
County Judge Exec Asst.	Becky Pruitt	12/13/2023 03:11 PM
Form Started By: Misty Brooks		Started On: 12/05/2023 04:42 PM
Final Approval Date: 12/13/2023		

tyler technologies

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
[redacted]	12/01/2023	1 of 1

Questions:
Tyler Technologies - Courts & Justice
Phone: 1-800-772-2260 Press 2, then 3
Email: ar@tylertech.com

Bill To: WILLIAMSON COUNTY
P.O. BOX 647
JARRELL , TX 78626

Ship To: WILLIAMSON COUNTY
P.O. BOX 647
JARRELL , TX 78626

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
[redacted]	[redacted]		USD	NET30	12/31/2023

Date	Description	Units	Rate	Extended Price
Contract No.: Williamson County				
	CaseloadPRO Annual Subscription	1	38,160.00	38,160.00
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	Supervision Access Premium	1	30,051.00	30,051.00
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	68,211.00
Sales Tax	$0.00
Invoice Total	68,211.00

Commissioners Court - Regular Session **35.**

Meeting Date: 12/19/2023

Approval of Agreement for Maintenance and Support for Digicap and LiveScan Software with Idemia, Identity and Security USA LLC for Juvenile Justice Center

Submitted For: Joy Simonton **Submitted By:** Koren Shannon, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the extension of the Maintenance and Support Agreement for Digicap and Livescan Software with Idemia, Identity & Security USA LLC, for the total amount of $3,632.00, and authorizing the execution of this agreement.

Background

The approval of this agreement will benefit the Williamson County Juvenile Justice Center with the extension of the LiveScan Ruggedized Mugshot Capture and Printer. The system captures biometric identity information such as fingerprints, palm prints, and mugshots. The attached agreement has more detailed information regarding the equipment and use. This agreement will extend the services though 2/23/2025. The total cost is $3,632.00. The original equipment was installed on 2/24/2020. General Counsel, Contract Audit, and IT have reviewed this agreement. The line item expenditures are being charged to 01.0100.0576.004500 for the LiveScan and the Digicap. The department's point of contact is Ashley Culin. Vendor pubically traded, 1295 form is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Idemia Support Agreement Document Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/13/2023 04:13 PM
County Judge Exec Asst.	Becky Pruitt	12/13/2023 04:15 PM
Form Started By: Koren Shannon		Started On: 12/07/2023 09:56 AM
Final Approval Date: 12/13/2023		

133587

IDEMIA

14 Crosby Dr., 2nd Flr.,
Bedford, MA 01730
Tel: (978) 215-2400
Fax: (952) 945-3339

November 9, 2023

Williamson County Juvenile Justice Center
200 Wilco Way
Georgetown, TX 78626

RE: Extension to Maintenance and Support Agreement # [redacted]

By means of this letter, Idemia Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **Williamson County Juvenile Justice Center** Maintenance and Support Agreement for the period **February 24, 2024** through **February 23, 2025**.

All terms and conditions of the original agreement shall remain in full force and effect.

Please indicate acceptance of this extension by signing in the acceptance block below and returning it to my attention via Email at Kimberly.Lindahl@us.idemia.com at your soonest convenience.

If you have any questions or need further clarification, please contact me at (630) 347-1194 or e-mail Kimberly.Lindahl@us.idemia.com. Thank you in advance.

Thank you,

Kimberly J. Lindahl (Dullinger)
Maintenance Agreement Specialist II
Idemia Identity & Security USA LLC

Accepted by:

IDEMIA IDENTITY & SECURITY USA LLC	**WILLIAMSON COUNTY JUVENILE JUSTICE CENTER**
Signed by: _____	Signed by: _____
Printed Name: Casey Mayfield	Printed Name: _____
Title: Sr. Vice President	Title: _____
Date: November 9, 2023	Date: _____

Please note this is not an invoice. An invoice will be provided after receipt of the signed document or purchase order.

Exhibit A: Description of Covered Products

MAINTENANCE AND SUPPORT AGREEMENT NO. SA #[redacted]

CUSTOMER: **Williamson County Juvenile Justice Center**

The following table lists the Products under maintenance coverage:

Product	Description	Node	$
LiveScan & Printer	LiveScan – Ruggedized W/ Mugshot Capture – W10 – Installed 02/24/2020 -Printer, Black & White Tenprint Card, Duplexer	TXTPE40503	$3,400.00
Digicap	TPE-HWOX-DIGCAP HWOX- DIGCAP- W95 TP-HWOX-DIGCAPC	N/A	$232.00

ADDITIONAL TERMS

END OF LIFE

IDEMIA develops, manufactures, licenses and offers high technology products and services. In the ordinary course of its product development life cycle, IDEMIA will declare certain products as obsolete and end-of-life ("EOL"). In the event that IDEMIA determines that a product is EOL, IDEMIA shall endeavor to provide its customer with at least twelve (12) months advanced notice of the EOL date. Such notice shall include the planned last purchase order date and last shipment date for the EOL product. At the time that IDEMIA provides its customers with such EOL notice, IDEMIA shall further endeavor to provide its customer with notice of IDEMIA's intent to offer a next version of the product, or a new or substitute product or service with the same or similar functionality to the EOL product. IDEMIA's product EOL notice shall also include the planned period for any continued technical support of the EOL product. During any continued technical support period, IDEMIA will continue to use commercially reasonable efforts to repair the EOL product based on availability of parts and availability of trained technical support, however, IDEMIA does not warrant performance of the EOL product and IDEMIA will not prepare any further updates or maintenance fixes for the EOL product.

PRICE INCREASE

Price Protection. On the Renewal date of each year during the Term, IDEMIA shall give Customer a notice in writing that shall include evidence of any increase or decrease in IDEMIA's actual costs in the manufacturing of the Products, including, but not limited to costs of Raw Materials and direct labor, if any. On the Effective Date of each year during the Term, either Party may notify the other in writing of any desired change in the price of any of the Products as a result of an increase or decrease in IDEMIA's actual costs in the manufacturing of the Products. After a Party has received such notice, if such Party does not accept any or all of such price changes, IDEMIA and Customer shall negotiate in good faith for a period not to exceed ten (10) days. In the absence of agreement regarding any proposed price changes, the prices shall remain unchanged pending resolution pursuant the Dispute Resolution Clause of this Agreement. Any mutually agreed-upon change in the price for the Products will be documented in writing signed by Customer and IDEMIA and will be implemented on the date agreed by the Parties.

Inflation Adjustment. The Services prices identified above shall be adjusted for inflation on an annual basis during the term of this Agreement based upon the Consumer Price Index (CPI) appropriate for these Products and Services as of the Effective Date of the parties Agreement.

Exhibit B: Maintenance and Support Agreement - Number SA #[redacted]

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. Services Provided. The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

Severity Level	Definition	Response Time	Target Resolution Time
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 Reporting a Problem. Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 Seller Response. Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 Error Correction Status Report. Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

IDEMIA • 14 Crosby Dr., 2nd Flr., Bedford, MA 01730

Technical Help Desk (800) 734-6241 • Email: AnaheimCSCenter@us.IDEMIA.com • www.IDEMIA.com

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

Exhibit C: Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # [redacted] **Date** November 9, 2023

New Term Effective **Start** February 24, 2024 **End** February 23, 2025

For support on covered products, please contact Technical Help Desk at (800) 734-6241
or email at: AnaheimCSCenter@us.idemia.com

STANDARD SUPPORT

☒ ***Advantage* – Software Support**

- ♦ Telephone Response: 2 Hour
- ♦ Remote Dial-In Analysis
- ♦ Unlimited Telephone Support
- ♦ Standard Releases & Updates
- ♦ Software Customer Alert Bulletins
- ♦ Automatic Call Escalation
- ♦ Supplemental Releases & Updates
- ♦ 8 a.m. – 5 p.m. Monday to Friday PPM

☒ **On-Site Hardware Support**

- ♦ 8 a.m. – 5 p.m. Monday to Friday PPM
- ♦ Next Day PPM On-site Response
- ♦ Hardware Vendor Liaison
- ♦ Defective Parts Replacement
- ♦ Escalation Support
- ♦ Hardware Customer Alert Bulletins
- ♦ Hardware Service Reporting
- ♦ Product Repair
- ♦ Equipment Inventory Detail Management

☒ **Parts Support**

- ♦ Parts Ordered & Shipped Next Business Day
- ♦ Parts Customer Alert Bulletins

** If customer is providing their own on-site hardware support, the following applies:*

- ➢ Customer Orders & Replaces Parts
- ➢ Telephone Technical Support for Parts Replacement Available

ADDITIONAL OPTIONS

☐ **Users Conference Attendance** ($4,926.00 per Attendee) Year: 2024 Number Attendees Requested

Included in Registration Fee:

- Conference Registration
- Attendee package upon arrival
- All sessions and training listed on the agenda
- Social events listed on the agenda
- Meals and breaks listed on the agenda
- Hotel room from Monday arrival through Friday morning checkout
- Round trip air travel
- Ground transportation between the conference airport and the conference hotel

Not included in Registration Fee:

- Transportation fee to/from your home town airport
- Airport parking fees in your home town
- Meals during your travel
- Meals outside those included in the conference
- Airline baggage fees
- In-room expenses such as pay-per-view, mini-bar, room service, and any other hotel incidentals
- Extra days before or after the conference

$ _____

GRAND TOTAL **$ 3,632.00**

*Exclusive of taxes if applicable

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)
Please note this is not an invoice. An invoice will be provided after receipt of the signed document.

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Technical Help Desk (800) 734-6241 • Email: AnaheimCSCenter@us.IDEMIA.com • www.IDEMIA.com

Commissioners Court - Regular Session **36.**

Meeting Date: 12/19/2023

Authorize Issuing Advertisement for IFB #24IFB24 for Animal Shelter Pharmaceuticals and Clinic Supplies for the Williamson County Regional Animal Shelter

Submitted For: Joy Simonton **Submitted By:** Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed solicitations for Animal Shelter Pharmaceuticals and Clinic Supplies, under IFB #24IFB24.

Background

Williamson County Regional Animal Shelter is seeking solicitations from qualified vendors to provide veterinary pharmaceuticals and clinic supplies. The expenditure will be charged to 01.0545.0545.003200 and 01.0545.0545.004975 as per FY24 budget. Department contact is Linda Gunter.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/13/2023 04:05 PM
County Judge Exec Asst.	Becky Pruitt	12/13/2023 04:11 PM
Form Started By: Misty Brooks		Started On: 12/13/2023 11:54 AM
Final Approval Date: 12/13/2023		

Commissioners Court - Regular Session **37.**

Meeting Date: 12/19/2023

Approval of Purchase of Ammunition from TX-AT, LLC. for Sheriff's Office

Submitted For: Joy Simonton **Submitted By:** Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Purchase #202497 for ammunition in the amount of $85,807.00 from TX-AT, LLC., pursuant to BuyBoard contract #698-23.

Background

Approval of this purchase will benefit the operations of the Williamson County Sheriff's Office by providing ammunition to the Deputy A.W. Grimes Training Center. Funding source is 01.0100.0560.003004 as per the FY24 budget. The department contact is Assistant Chief James Carmona. Form 1295 is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Approval of TX-AT Purchase

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/13/2023 01:20 PM
County Judge Exec Asst.	Becky Pruitt	12/13/2023 03:12 PM
Form Started By: Misty Brooks		Started On: 12/06/2023 11:32 AM
Final Approval Date: 12/13/2023		

Quote

Date 12/5/2023
Quote # [redacted]

Expires 1/4/2024

TXAT LLC
3200 Kirby Dr
Suite 801
Houston TX 77098
United States

Bill To
Williamson County Sheriff's Office
508 S Rock St
Georgetown TX 78626
United States

Ship To
John Kidwell
Williamson County Sheriff's Office
8160 Chandler Rd
Hutto TX 78634
United States

Item	Description	Box qty	Case Qty	Options	Rate	Amount
1E092110	9MM FMJ 124GR	4,000	200		221.88	44,376.00
1E223110	223 FMJ 55GR	2,000	100		414.31	41,431.00

Texas Buyboard #698-23

Total $85,807.00

[redacted]

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1101244

Date Filed:
12/06/2023

Date Acknowledged:
12/06/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

TXAT LLC
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202497
Ammunition

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1101244

Date Filed:
12/06/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
TXAT LLC
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
202497
Ammunition

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Karen Berggren, and my date of birth is [redacted].

My address is 3200 Kirby Dr. Ste. 801 (street), Houston (city), TX (state), 77098 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Yavapai County, State of Arizona, on the 6 day of Dec (month), 20 23 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **38.**

Meeting Date: 12/19/2023

Approval of the Purchase of One (1) 2024 GMC Sierra 2500HD and One (1) 2024 GMC Sierra 3500HD Truck from Gunn Buick GMC, Ltd for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving purchase #202496 of one (1) Model Year 2024 GMC Sierra 2500HD Reg Cab Truck in the amount of $48,609.50 and one (1) Model Year 2024 GMC Sierra 3500HD Crew Cab Truck in the amount $49,141.50 from Gunn Buick GMC, Ltd totaling $97,751.00, pursuant to Buyboard Contract #601-19.

Background

Approval of this purchase will support the Williamson County Road and Bridge Department. The GMC Sierra 2500HD will replace unit #UB1553. The GMC Sierra 3500HD is a decision package vehicle for a new crew. Funding Source is 01.0200.0210.005700 as per FY24 budget. Department point of contact is Shea Webb.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote - 2500HD

Quote - 3500HD

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/13/2023 09:59 AM
County Judge Exec Asst.	Becky Pruitt	12/13/2023 10:28 AM
Form Started By: Gretchen Glenn		Started On: 12/05/2023 03:44 PM
Final Approval Date: 12/13/2023		

GUNN Acura
11911 IH 10 West
San Antonio, TX 78230
Phone: (210) 696-2232

GUNN BUICK GMC
16440 IH 35 North
Selma, TX 78154
Phone: (210) 599-5600

GUNN CHEVROLET
16550 IH 35 North
Selma, TX 78154
Phone: (210) 599-5000

GUNN Honda
14610 IH 10 West
San Antonio, TX 78249
Phone: (210) 680-3371

GUNN NISSAN
750 NE LOOP 410
San Antonio, TX 78209
Phone: (210) 496-0806

GUNN NISSAN of DENTON
5650 S Interstate 35 E
Corinth, TX 76210
Phone: (940) 270-9000

DEAL WORKSHEET

Deal # _____

BUYER INFORMATION

Date 11/22/2023
Buyer's Name Williamson County
Co-Buyer's Name _____
Business Name Williamson County
Address 710 S Main
City & State Georgetown Zip 78626
Home Phone (512) 943-1100 Bus. Phone (512) 943-3300
Cell Phone (512) 943-3368 E-Mail kevin.teller@wilco.org
Est. Delivery Date _____ Customer # _____
SalesPerson 1 Danny Mireles SalesPerson 1 ID # _____
SalesPerson 2 _____ SalesPerson 2 ID # _____

TRADE-IN INFORMATION

Yr. ____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

TRADE-IN INFORMATION

Yr. ____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

Stock # on order Vin # _____
Year 2024 Make GMC Reg Cab V8 2WD
Model Sierra 2500HD Model Trim Pro
Miles _____ Color White
M.S.R.P. $49,945.00 Discount $1,500.00 O.S.P. $48,445.00

Dealer Installed Accessories *

1. Delivery Fee	$150.00
2.	
3. Plus Buy Board Fee $400 per PC	
4.	
5.	
6.	
7. Buy Board contract#601-19	

Selling Price	$48,445.00
Plus Owed Accessories	$150.00
Selling Price w/ Accessories	$48,595.00
Sales Services Fee	
Trade-In Appraised Value	$0.00
Factory Rebate(s), if any	
Sub-Total	$48,595.00
State Motor Vehicle Sales Tax	$0.00
Dealer's Inventory Tax	$0.00
Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees	$14.50
Balance Due on Trade-In	$0.00
Documentary Fee	$0.00
Total	$48,609.50
Deposit Receipt #	
Cash Down Receipt #	$0.00
Amount to Finance	$48,609.50

Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.

Date 11/22/2023

Gunn Buick GMC, Ltd
Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

Williamson County

Prepared For: Kevin Teller 2500 Reg Cab V8 2WD

512/943-3368

kevin.teller@wilco.org

[Retail] 2024 GMC Sierra 2500HD 2WD Reg Cab 142" Pro (6)

Gunn Buick GMC, Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Retail] 2024 GMC Sierra 2500HD 2WD Reg Cab 142" Pro (6) (✓ Complete)

Window Sticker

SUMMARY

[Retail] 2024 GMC Sierra 2500HD 2WD Reg Cab 142" Pro MSRP:$45,400.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, Allison 10-Speed automatic

OPTIONS

CODE	MODEL		MSRP
	[Retail] 2024 GMC Sierra 2500HD Pro	2WD Reg Cab 142"	$45,400.00
	OPTIONS		
1SA	Pro Preferred Equipment Group		$0.00
AKO	Glass, deep-tinted	Inc.	
AZ3	Seats, front 40/20/40 split-bench		$0.00
C49	Defogger, rear-window electric	Inc.	
C7A	Lowered GVWR, 10,000 lbs. (4536 kg), lowers GVWR and significantly decreases towing and/or payload ratings		$0.00
DD8	Mirror, inside rearview auto-dimming	Inc.	
DWI	Mirrors, outside power-adjustable vertical trailering	Inc.	
E63	Pickup bed		$0.00
F60	Heavy Duty Front Spring/Camper Package		$45.00
FE9	Emissions, Federal requirements		$0.00
GAZ	Summit White		$0.00
GT4	Rear axle, 3.73 ratio		$0.00
H2G	Jet Black, Vinyl seat trim		$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen		$0.00
JL1	Trailer brake controller, integrated		$275.00
K34	Cruise control, steering wheel-mounted	Inc.	

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Data Version: 21021. Data Updated: Nov 21, 2023 6:53:00 PM PST.

[Retail] 2024 GMC Sierra 2500HD 2WD Reg Cab 142" Pro (6) (Complete)

KC9	Power outlet, bed mounted, 120-volt	Inc.	
KI4	Power outlet, instrument panel, 120-volt	Inc.	
L8T	Engine, 6.6L V8		$0.00
MKM	Transmission, Allison 10-Speed automatic		$0.00
PCI	Convenience Package		$925.00
PQA	1SA Pro Safety Plus Package		$1,305.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver		$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall		$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
UD7	Rear Parking Assist	Inc.	
UF2	LED Cargo Area Lighting	Inc.	
UFG	Rear Cross Traffic Alert	Inc.	
UKC	Lane Change Alert with Side Blind Zone Alert	Inc.	
ZHQ	Tire, spare LT245/75R17E all-season, blackwall	Inc.	
	SUBTOTAL		**$47,950.00**
	Adjustments Total		$0.00
	Destination Charge		$1,995.00
	TOTAL PRICE		**$49,945.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 21021. Data Updated: Nov 21, 2023 6:53:00 PM PST.

GUNN Acura
11911 IH 10 West
San Antonio, TX 78230
Phone: (210) 696-2232

GUNN BUICK GMC
16440 IH 35 North
Selma, TX 78154
Phone: (210) 599-5600

GUNN CHEVROLET
16550 IH 35 North
Selma, TX 78154
Phone: (210) 599-5000

GUNN Honda
14610 IH 10 West
San Antonio, TX 78249
Phone: (210) 680-3371

GUNN NISSAN
750 NE LOOP 410
San Antonio, TX 78209
Phone: (210) 496-0806

GUNN NISSAN of DENTON
5650 S Interstate 35 E
Corinth, TX 76210
Phone: (940) 270-9000

DEAL WORKSHEET

Deal # _____

BUYER INFORMATION

Date 11/21/2023
Buyer's Name Williamson County
Co-Buyer's Name _____
Business Name Williamson County
Address 710 S Main
City & State Georgetown Zip 78626
Home Phone (512) 943-1100 Bus. Phone (512) 943-3300
Cell Phone (512) 943-3368 E-Mail kevin.teller@wilco.org
Est. Delivery Date _____ Customer # _____
SalesPerson 1 Danny Mireles SalesPerson 1 ID # _____
SalesPerson 2 _____ SalesPerson 2 ID # _____

TRADE-IN INFORMATION

Yr. ____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

TRADE-IN INFORMATION

Yr. ____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

Stock # _____ Vin # _____
Year 2024 Make GMC SRW 2wd Crew Cab
Model Sierra 3500HD Model Trim Pro
Miles 4 Color Summit White
M.S.R.P. $52,875.00 Discount $4,298.00 O.S.P. $48,577.00

Dealer Installed Accessories *

1.	Buy Board Fee	$400.00
2.	Delivery Fee	$150.00
3.		
4.		
5.	in stock at this time.	
6.		
7.	Buy Board Contract#601-19	

Selling Price	$48,577.00
Plus Owed Accessories	$550.00
Selling Price w/ Accessories	$49,127.00
Sales Services Fee	
Trade-In Appraised Value	$0.00
Factory Rebate(s), if any	
Sub-Total	$49,127.00
State Motor Vehicle Sales Tax	$0.00
Dealer's Inventory Tax	$0.00
Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees	$14.50
Balance Due on Trade-In	$0.00
Documentary Fee	$0.00
Total	$49,141.50
Deposit Receipt #	
Cash Down Receipt #	$0.00
Amount to Finance	$49,141.50

Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.

Date 11/21/2023

Gunn Buick GMC, Ltd
Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

Williamson County

Prepared For: Kevin teller 2024 3500 SWR Crew Cab

[Fleet] 2024 GMC Sierra 3500HD 2WD Crew Cab 172" Pro (2)

Gunn Buick GMC, Ltd
Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 3500HD 2WD Crew Cab 172" Pro (2) (✓ Complete)

Window Sticker

SUMMARY

[Fleet] 2024 GMC Sierra 3500HD 2WD Crew Cab 172" Pro MSRP:$49,500.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline

Transmission, Allison 10-Speed automatic

OPTIONS

CODE	MODEL		MSRP
	[Fleet] 2024 GMC Sierra 3500HD Pro	2WD Crew Cab 172"	$49,500.00
	OPTIONS		
1SA	Pro Preferred Equipment Group		$0.00
AKO	Glass, deep-tinted	Inc.	
AZ3	Seats, front 40/20/40 split-bench		$0.00
C49	Defogger, rear-window electric	Inc.	
DBG	Mirrors, outside power-adjustable vertical trailering with heated upper glass	Inc.	
E63	Pickup bed		$0.00
F60	Heavy Duty Front Spring/Camper Package		$45.00
FE9	Emissions, Federal requirements		$0.00
GAZ	Summit White		$0.00
GT4	Rear axle, 3.73 ratio		$0.00
H2G	Jet Black, Vinyl seat trim		$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touchscreen, AM/FM stereo		$0.00
JGL	GVWR, 11,350 lbs. (5148 kg) with single rear wheels	Inc.	
JL1	Trailer brake controller, integrated		$275.00
K34	Cruise control, steering wheel-mounted	Inc.	
KC9	Power outlet, bed mounted, 120-volt	Inc.	

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 21011. Data Updated: Nov 20, 2023 6:39:00 PM PST.

Gunn Buick GMC, Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 3500HD 2WD Crew Cab 172" Pro (2) (✓ Complete)

KI4	Power outlet, instrument panel, 120-volt		$225.00
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline		$0.00
MKM	Transmission, Allison 10-Speed automatic		$0.00
PCI	Convenience Package		$1,135.00
PYT	Wheels, 18" (45.7 cm) 8-spoke painted steel, Silver Extended		$0.00
QF6	Tires, LT275/70R18E all-terrain, blackwall		$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
R9L	Deleted 3 Years of OnStar Remote Access		($300.00)
SRW	Single Rear Wheels		$0.00
UF2	LED Cargo Area Lighting	Inc.	
VQ2	Fleet Processing Option		$0.00
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall		$0.00
	SUBTOTAL		**$50,880.00**
	Adjustments Total		$0.00
	Destination Charge		$1,895.00
	TOTAL PRICE		**$52,775.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Gunn Buick GMC, Ltd
Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 3500HD 2WD Crew Cab 172" Pro (2) (✓ Complete)

Standard Equipment

Package

Sierra HD Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UFL) Lane Departure Warning, (T8Z) Buckle to Drive and (UHY) Automatic Emergency Braking

Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, Allison 10-Speed automatic (STD)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)

Pickup bed includes bed assist step (STD) (Deleted when (ZW9) pickup bed delete is ordered.)

GVWR, 11,350 lbs. (5148 kg) with single rear wheels (STD) (Included and only available with TC30943 model and (L8T) 6.6L V8 gas engine. Requires single rear wheels.)

Push Button Start

Air filter, heavy-duty

Air filtration monitoring

Auto-locking rear differential

Rear wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Suspension Package (Not available with (X31) Off-Road Package.)

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L gas V8 engine. Not included with (ZW9) pickup bed delete.)

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Data Version: 21011. Data Updated: Nov 20, 2023 6:39:00 PM PST.

Gunn Buick GMC, Ltd
Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 3500HD 2WD Crew Cab 172" Pro (2) (✓ Complete)

Exterior

	Wheels, 18" (45.7 cm) 8-spoke painted steel, Silver Extended (STD) (Requires single rear wheels.)
	Tires, LT275/70R18E all-terrain, blackwall (STD) (Requires single rear wheels.)
	Tire, spare LT275/70R18 all-terrain, blackwall (STD) (Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires with (E63) pickup bed single rear wheel models. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered with single rear wheel models.)
	Single Rear Wheels (STD)
	Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
	Bumper, front chrome lower
	Bumper, rear chrome with bumper CornerSteps
	CornerStep, rear bumper
	Bed Step, Black integrated on forward portion of bed on driver and passenger side (Not available with (ZW9) pickup bed delete.)
	Moldings, beltline, Black
	Cargo tie downs (12), fixed, rated at 500 lbs per corner
	Grille, Chrome with flat black grille insert bars
	Headlamps, Animated LED projectors, LED turn signals and Daytime Running Lamps
	IntelliBeam, automatic high beam on/off (Included and only available with (PDI) Sierra HD Pro Safety.)
	Taillamps, LED Signature Tail, Incandescent Brake, Turn & Reverse Lamps (Requires single rear wheels.)
	Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
	Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not available on Regular Cab models.)
	Glass, solar absorbing, tinted
	Door handles, Black grained
	Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
	Tailgate and bed rail protection caps, top (Deleted with (ZW9) pickup bed delete.)
	Tailgate, locking, utilizes same key as ignition and door (Included and only available with (QK1) standard tailgate. Deleted with (ZW9) pickup bed delete.)
	Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete.)

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Data Version: 21011. Data Updated: Nov 20, 2023 6:39:00 PM PST.

Gunn Buick GMC, Ltd
Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 3500HD 2WD Crew Cab 172" Pro (2) (✓ Complete)

Entertainment

Audio system, GMC Infotainment System with 7" diagonal color touchscreen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wireless Apple CarPlay and Android Auto capable (STD)

SiriusXM enjoy a Platinum Plan trial subscription (Requires (UE1) OnStar. IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

Wireless Phone Projection for Apple CarPlay and Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Compass, located in instrument cluster

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down (Not available on Regular Cab models.)

Door locks, power

Remote Keyless Entry

Power outlet, front auxiliary, 12-volt

USB Ports, 2, Charge/Data ports located on instrument panel

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Data Version: 21011. Data Updated: Nov 20, 2023 6:39:00 PM PST.

Gunn Buick GMC, Ltd
Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 3500HD 2WD Crew Cab 172" Pro (2) (✓ Complete)

Interior

Air conditioning, single-zone

Air vents, rear (Not available with Regular Cab model.)

Mirror, inside rearview, manual tilt

Assist handles, front A-pillar mounted for driver and passenger, rear B-pillar mounted

GMC Connected Access capable (Included and only available with (UE1) OnStar. Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking (Included and only available with (PDI) Sierra HD Pro Safety.)

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps LED signature lighting

LED Signature DRL's

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and GMC connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Not available with (ZW9) pickup bed delete. Removed with (UV2) HD Surround Vision or (ZW9) pickup bed delete. Not available with (Z6A) Gooseneck / 5th Wheel Prep Package.)

Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Lane Departure Warning (Included and only available with (PDI) Sierra HD Pro Safety.)

Following Distance Indicator (Included and only available with (PDI) Sierra HD Pro Safety.)

Forward Collision Alert (Included and only available with (PDI) Sierra HD Pro Safety.)

Front Pedestrian Braking (Included and only available with (PDI) Sierra HD Pro Safety.)

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 21011. Data Updated: Nov 20, 2023 6:39:00 PM PST.

Gunn Buick GMC, Ltd
Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 3500HD 2WD Crew Cab 172" Pro (2) (✓ Complete)

Safety-Interior

Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models. Not available with (ZW9) pickup bed delete.)

Indicator-Seat Belt WARNING, Rear Seat (Requires Crew Cab or Double Cab model.)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use (Included and only available with (PDI) Sierra HD Pro Safety)

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Processing-Other

Trailering Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myCadillac mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 21011. Data Updated: Nov 20, 2023 6:39:00 PM PST.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1101754

Date Filed:
12/07/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Gunn Buick,GMC LTD
Selma, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
202446
R&B Vehicle Purchase

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Mireles, Danny	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is DANNY MIRELES, and my date of birth is _____.

My address is _____ (street) SAN ANTONIO (city), TX (state), 78230 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in GUADALUPE County, State of TX, on the 7 day of DEC (12) (month), 20 23 (year).

Danny Mireles
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1101754

Date Filed:
12/07/2023

Date Acknowledged:
12/07/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Gunn Buick,GMC LTD
Selma, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202446
R&B Vehicle Purchase

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Mireles, Danny	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **39.**

Meeting Date: 12/19/2023

Approval of Renewal #2 with Price Increase for Contract #22IFB43 Herbicides with Nutrien Ag Solutions for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Contract #22IFB43-Herbicides, renewal option period 2, covering for the 12-month term of January 19, 2024 – January 18, 2025, with the same terms and conditions, with the exception of fee increases, detailed in the attached spreadsheet, with Nutrien Ag Solutions and execution of the agreement.

Background

This is the second (2nd) and final extension for this contract. The Road and Bridge Department has confirmed the vendor met all of the county requirements for this contract and requests renewal. Funding Source is 01.0200.0210.003554. The department point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal #2 Form and Price Tab

1295 Form Nutrien Ag Solutions

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/13/2023 04:01 PM
County Judge Exec Asst.	Becky Pruitt	12/13/2023 04:08 PM
Form Started By: Kim Chappius		Started On: 12/07/2023 09:23 AM
Final Approval Date: 12/13/2023		

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	22IFB43	**Department:**	ROAD AND RIDGE
Vendor Name:	NUTRIEN AG SOLUTIONS		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #2 FOR HERBICIDES			
Type of Contract:	IFB	**Start Date:**	01/19/2024
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	01/18/2025
Department Contact:	KELLY MURPHY		

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

Renewal Option Period 2	JANUARY 19, 2024 – JANUARY 18, 2025
Renewal Option Period 1	JANUARY 19, 2023 – JANUARY 18, 2024
Initial Contract Period	JANUARY 19, 2022 – JANUARY 18, 2023

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

Vendor Nutrien Ag Solutions, Inc.

Name Timothy Smith

Title Senior Director

Signature

Date 10/20/2023

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature

Date

22IFB43 Herbicides / Nutrien Ag Solutions - Bid Pricing

Item	Description	Container	Container Units	Estimated Annual Container Quantity	Container Unit Price FY22	Container Unit Price FY23	Price Increase FY23	Container Unit Price FY24	Price Increase
Selective									
1.01	ELEMENT 3A	JUG	2.5 GAL	20	$89.00	$89.00	N/A	$89.00	N/A
1.02	VASTLAN	JUG	2.5 GAL	200	$230.00	$255.00	11%	$262.50	3%
1.03	VASTLAN	DRUM	15 GAL	33	$1,380.00	$1,530.00	11%	$1,575.00	3%
1.04	OPENSIGHT	PACKAGE	1.25 LBS	400	$111.75	$120.94	8%	$122.50	1%
1.05	ESPLANADE 200 SC	JUG	2.5 GAL	40	$3,168.00	$3,424.00	8%	$3,593.60	5%
1.06	OUTRIDER	CASE*	1 CASE	2	$2,900.00	$2,900.00	N/A	$3020.00	4%
1.07	METHOD 240 SL	JUG	2.5 GAL	30	$806.40	$818.50	2%	$818.50	N/A
Non-Selective									
2.01	ARSENAL	JUG	2.5 GAL	500	$141.25	$141.25	N/A	$181.25	28%
2.02	ARSENAL	DRUM	15 GAL	75	$783.75	$783.75	N/A	$1023.75	30%
2.03	FORFEIT 280	JUG	2.5 GAL	106	$199.50	$199.50	N/A	$199.50	N/A
2.04	FORFEIT 280	TOTE	265 GAL	1	$20,776.00	$20,776.00	N/A	$20776.00	N/A
Miscellaneous									
3.01	LIBERATE SURFACTANT	JUG	2.5 GAL	20	$83.75	$83.75	N/A	$83.75	N/A
3.03	DEFOAMER	JUG	1 GAL	30	$24.00	$25.11	5%	.25.11	N/A
Annual Cost Total					**$30,693.40**	**$31,146.80**		**$31,745.35**	

*Assume 20oz Container, 10x20oz Container per Case

*****Notes: Price increase falls with 25% allowed per bid contract term. The increase is 1% using FY22 and FY23 annual cost*****

*****Notes: Price increase falls with 25% allowed per bid contract term. The current increase is 2% using FY23 and FY24 annual cost*****

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1089962

Date Filed:
11/01/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Nutrien Ag Solutions, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
22IFB43
Herbicides

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Smith, Timothy	Monticello, AR United States		X
Standish, Mike	Houston, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Tim Smith, and my date of birth is _____.

My address is 140 Arkansas Street (street), Monticello (city), AR (state), 71655 (zip code), Drew (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Drew County, State of AR, on the 1st day of November (month), 20 23 (year).

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1089962

Date Filed:
11/01/2023

Date Acknowledged:
12/12/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Nutrien Ag Solutions, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

22IFB43
Herbicides

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Smith, Timothy	Monticello, AR United States		X
Standish, Mike	Houston, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **40.**

Meeting Date: 12/19/2023

Authorize Issuing IFB #24IFB23 - Improvements to County Road 129 for HNTB

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Improvements to County Road 129, under IFB #24IFB23. Funding Source is P375.

Background

Williamson County is seeking qualified contractors for the construction of safety widening, grading, excavation, and drainage improvements associated with the profile adjustments of CR 129. The budgeted amount is $3,100,000.00. The Funding Source is P375. Danette Chamberlin is point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/13/2023 04:10 PM
County Judge Exec Asst.	Becky Pruitt	12/13/2023 04:12 PM
Form Started By: Gretchen Glenn		Started On: 12/07/2023 10:56 AM
Final Approval Date: 12/13/2023		

Commissioners Court - Regular Session **41.**

Meeting Date: 12/19/2023

Approval of Renewal #1 of 23IFB20 Asphalt Emulsions with Multiple Vendors for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the extension of contract #23IFB20 Asphalt Emulsions, renewal period #1, for the same pricing, terms and conditions as the existing contract that was awarded to Ergon Asphalt & Emulsions, Wright Asphalt Products Company and Martin Apshalt Company for the 12-month term of February 13, 2024 - February 12, 2025, and authorizing execution of the renewal agreement.

Background

This is the first extension for this contract. The Road and Bridge Department has confirmed the vendor met all the County requirements on this contract and requests renewal. The Funding Source: 01.0200.0210.003550 and 01.0200.0210.003597. The Department's Point of Contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal #1 Form and Price Tab

1295 Form Martin Asphalt Company

1295 Form Ergon Asphalt & Emulsions

1295 Form Wright Asphalt Products Company

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/13/2023 09:15 AM
Form Started By: Kim Chappius		Started On: 12/12/2023 01:07 PM
Final Approval Date: 12/13/2023		

WILCO PURCHASING

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	23IFB20	**Department:**	ROAD AND BRIDGE
Vendor Name:	MARTIN ASPHALT COMPANY		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 FOR ASPHALT EMULSIONS			
Type of Contract:	IFB	**Start Date:**	02/13/2024
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	02/12/2025
Department Contact:	KELLY MURPHY		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1ST of two (2) one (1) year renewal option periods:**

Renewal Option Period 2	
Renewal Option Period 1	February 13, 2024 – February 12, 2025
Initial Contract Period	February 13, 2023 – February 12, 2024

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

Vendor Martin Asphalt Co.

Name Victoria Espino

Title Sales Rep

Signature

Date 10/11/2023

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

WILCO PURCHASING

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	23IFB20	**Department:**	ROAD AND BRIDGE
Vendor Name:	ERGON ASPHALT & EMULSIONS INC		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 FOR ASPHALT EMULSIONS			
Type of Contract:	IFB	**Start Date:**	02/13/2024
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	02/12/2025
Department Contact:	KELLY MURPHY		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1ST of two (2) one (1) year renewal option periods:**

Renewal Option Period 2	
Renewal Option Period 1	February 13, 2024 – February 12, 2025
Initial Contract Period	February 13, 2023 – February 12, 2024

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

Vendor ERGON ASPHALT & EMULSIONS, INC.

Name KAREN SELLERS

Title ACCOUNT SPECIALIST

Signature Karen Sellers

Date DECEMBER 11, 2023

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	23IFB20	**Department:**	ROAD AND BRIDGE
Vendor Name:	WRIGHT ASPHALT PRODUCTS COMPANY		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 FOR ASPHALT EMULSIONS			
Type of Contract:	IFB	**Start Date:**	02/13/2024
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	02/12/2025
Department Contact:	KELLY MURPHY		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1ST of two (2) one (1) year renewal option periods:**

Renewal Option Period 2	
Renewal Option Period 1	February 13, 2024 – February 12, 2025
Initial Contract Period	February 13, 2023 – February 12, 2024

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

Vendor Wright Asphalt Products Co.

Name Susan Hinton

Title Contracts Admin

Signature Susan Hinton

Date 12/07/23

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

23IFB20 ASPHALT EMULSIONS - MARTIN ASPHALT COMPANY PRICE TAB				
ITEM #	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT**	**UNIT PRICE**
1	HFRS-2	5000	GAL	n/a
2	HFRS-2P	150000	GAL	n/a
3	CRS-2	5000	GAL	2.97
4	CRS-2P	5000	GAL	3.17
5	CHFRS-2	15000	GAL	n/a
6	CHFRS-2P	550000	GAL	3.17
7	SS-1	60000	GAL	2.97
8	CSS-1H	10000	GAL	2.97
9	AEP	60000	GAL	n/a

23IFB20 ASPHALT EMULSIONS - ERGON ASPHALT AND EMULSIONS PRICE TAB				
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	HFRS-2	5,000	GAL	2.58
2	HFRS-2P	150,000	GAL	2.78
3	CRS-2	5,000	GAL	2.58
4	CRS-2P	5,000	GAL	2.78
5	CHFRS-2	15,000	GAL	No Bid
6	CHFRS-2P	550,000	GAL	2.78
7	SS-1	60,000	GAL	2.58
8	CSS-1H	10,000	GAL	2.58
9	AEP	60,000	GAL	3.48

23IFB20 ASPHALT EMULSIONS - WRIGHT ASPHALT PRODUCTS COMPANY PRICE TAB				
ITEM #	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT**	**UNIT PRICE**
1	HFRS-2	5000	GAL	NO BID
2	HFRS-2P	150000	GAL	NO BID
3	CRS-2	5000	GAL	2.643
4	CRS-2P	5000	GAL	3.043
5	CHFRS-2	15000	GAL	NO BID
6	CHFRS-2P	550000	GAL	3.043
7	SS-1	60000	GAL	NO BID
8	CSS-1H	10000	GAL	2.643
9	AEP	60000	GAL	NO BID
ADDING:	TR FOG		GAL	2.848

PLANT ADDRESS:	1505 Custer Road		
	Brownwood, TX 76801		
Delivery can be made in 24 hours (1 day).			
Delivered loads are based on full transports. (PER BID)			

Loads cancelled in transit will be billed at cost.			
Returned loads will be billed an additional Return Freight Charge of $950.00.			
Cancellation:			
Loads to be Delivered Monday		Cancelled by 11AM on Prior Sunday	
Loads to be Delivered During Week		Cancelled by 2PM Prior Workday	
Returned loads require notification to:			
Lawton Carlton			
Wright Asphalt's Representative for Parker County – cell (210) 913-7792			
*** DILUTED LOADS CAN NOT BE RETURNED ***			
Demurrage:	2 Free Hours then $80 Per Hour (PER BID)		
Pump Charge:	$100 per Truck per Load		
	(NOT provided for hot asphalts)		
Layover Charge:	$750 per Truck per Night		
Remit Address:	P.O. Box 951397	Dallas, TX 75395-1397	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1102881

Date Filed:
12/11/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Martin Asphalt Company
HOUSTON, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

WILLIAMSON COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23IFB20
ASPHALT EMULSIONS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Victoria Rogers, and my date of birth is [redacted]

My address is 8814 Ulery, Houston, TX, 77083, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 11th day of December, 2023
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1102881

Date Filed:
12/11/2023

Date Acknowledged:
12/12/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Martin Asphalt Company
HOUSTON, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

WILLIAMSON COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23IFB20
ASPHALT EMULSIONS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1102572

Date Filed:
12/11/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Ergon Asphalt & Emulsions, Inc
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
23IFB20 - RENEWAL 1
Asphalt Emulsions

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is KAREN SELLERS, and my date of birth is [redacted].

My address is 11612 RM 2244, BUILDING 1, SUITE 250 AUSTIN TEXAS 78738 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in TRAVIS County, State of TEXAS, on the 11th day of DECEMBER 20 23.
(month) (year)

Karen Sellers
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1102572

Date Filed:
12/11/2023

Date Acknowledged:
12/12/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ergon Asphalt & Emulsions, Inc
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23IFB20 - RENEWAL 1
Asphalt Emulsions

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1101748

Date Filed:
12/07/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Wright Asphalt Products Company LLC
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Wilco

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
23IFB20
Asphalt/Emulsions

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Bridgette Martinez, and my date of birth is _____.

My address is 11931 Wickchester Ln. #101 Houston, TX, 77043, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of TX, on the 7 day of Dec (month), 2023 (year).

Bridgette Martinez
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1101748

Date Filed:
12/07/2023

Date Acknowledged:
12/12/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Wright Asphalt Products Company LLC
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Wilco

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23IFB20
Asphalt/Emulsions

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **42.**

Meeting Date: 12/19/2023

Surveying And Mapping 2586 WA13 Corridor E2/E3

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 13 in the amount of $351,674.45 to expire January 31, 2025 under Williamson County Contract for Surveying Services between Surveying And Mapping, LLC and Williamson County dated May 19, 2020 for Corridor E2/E3 from US 79 to CR 127. Funding source: P588

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Surveying And Mapping 2586 WA13 Corridor E2/E3

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/13/2023 10:13 AM
County Judge Exec Asst.	Becky Pruitt	12/13/2023 10:35 AM
Form Started By: Vicky Edwards		Started On: 12/13/2023 09:56 AM
Final Approval Date: 12/13/2023		

WORK AUTHORIZATION NO. 13

WILLIAMSON COUNTY CORRIDOR PROJECT:
CORRIDOR E2/E3
FROM US 79 TO CR 127

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Surveying And Mapping, LLC (the "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $351,674.45.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on January 31, 2025. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

Continued next page

EXECUTED this _____.

SURVEYOR:

Surveying And Mapping, LLC (SAM)

By: _____
Signature

SCOTT BRASHEAR
Printed Name

SR. PROJECT MANAGER
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR
Corridor E2/E3

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.

2. Assistance to the Surveyor, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

4. Provide timely reviews and decisions necessary for the Surveyor to maintain the project work schedule. Review recommendations offered by the Surveyor, progress of work, and final acceptance of all documents.

5. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

6. Assist with Coordination between the Surveyor and the County's other consultants.

7. Provide an agent as necessary to secure proposed ROW and relocate/remove improvements on proposed ROW.

8. The horizontal datum for this project will be NAD83 (2011) Texas Coordinate System, Central zone, with a scale factor of 1.0012 or as provided by the County.

9. Facilitate resolution of any refusals to grant ROE and/or communication with land owners who are hostile with respect to completion of the WA.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR CORRIDOR E2/E3

PROJECT DESCRIPTION

Project Limits
The project limits are from US 79 to CR 127 for approximately 7.5 miles.

Project Scope
Surveyor shall provide Right-of-Way mapping services to be used for acquisition of up to **56** acquisition parcels along Corridor E from US 79 to CR 127. Surveyor's Scope of Services is limited to those items outlined below.

1. Right of Entry (ROE)

    a. Surveyor shall attempt to obtain ROE for the fifty six (56) affected properties for the purpose of completing the ROW survey. The Surveyor anticipates that Williamson County will facilitate the resolution of any refusals to grant ROE and/or communication with land owners who are hostile with respect to the completion of this scope of services. The Surveyor will document any interactions with land owners while performing the work. Gaining ROE from all land owners in a timely manner will be critical to the success and efficiency in meeting deadlines for this project.

2. PROJECT MANAGEMENT

    a. Communication:

    - Designate one Registered Professional Land Surveyor (Texas) to be responsible for the project management, and all communications with the County and its representatives.

    b. Monthly Progress Report, Invoices, and Billings (**24** months assumed):

    - Submit monthly progress status reports to the GEC. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
    - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

    c. Project Coordination & Administration:

    - Correspondence and coordination will be handled through & with the concurrence of the GEC.
    - Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to project-related inquiries.

d. Project Schedule:

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

e. Deliverables:

- Monthly Invoices and Progress Reports
- Project Schedule and Updates

3. RIGHT-OF-WAY (ROW) MAPPING

a. Research

- Surveyor shall perform records research and obtain sufficient ownership documents to prepare a working sketch (abstract map) of adjoining properties along the project route. Map will be reconciled and refined into a preliminary right-of-way map for review

b. Field Survey

- Surveyor will locate existing control (if available and provided) and reconcile any discrepancies found.
- Surveyor will establish supplemental survey control as needed to be used during the course of the survey. (Up to 8 points)
- Surveyor will locate boundary monuments sufficient to determine existing right-of-way lines and parcel boundaries.

c. Parcel Acquisition Documents (up to **56** parcel documents assumed;):

- Surveyor shall prepare preliminary parcel descriptions with associated parcel plats for right-of-way parcel and easement acquisition. Surveyor will perform sufficient 2-dimensional location of substantial features found within 25 feet of the proposed right-of-way lines and note any improvements requiring removal/relocation.
- After receipt of title commitments, set appropriate monumentation (Up to 224 iron rods) in accordance with County requirements. Prepare signed and sealed documents for right of way parcel and easement acquisition.

d. Deliverables:

- Survey CADD files
- Draft Parcel Acquisition Documents (pdf)
- Final Parcel Acquisition Documents (one original and pdf)
- ASCII point file of all points located/set during the course of the survey

4. ASSUMPTIONS

a. Vehicular and pedestrian access to the site is possible and granted. Williamson County will assist with Right of Entry to adjacent tracts if required.

b. Proposed ROW lines will be provided by Williamson County.
c. Williamson County or title company will furnish the current ownership information, title commitment, and Schedule B Exception Documents (if applicable).
d. Survey data will be based on the Texas State Plane Coordinate System, NAD83 – Central Zone; Vertical data will be based on the North American Vertical Datum of 1988 (NAVD88), Geoid12B, unless specified otherwise.
e. All documents will be signed, sealed and prepared under the direction of a Registered Professional Land Surveyor licensed to practice in the state of Texas.

EXHIBIT C - WORK SCHEDULE

Surveying and Mapping, LLC																												
Start Date	**Week 1**	**Week 2**	**Week 3**	**Week 4**	**Week 5**	**Week 6**	**Week 7**	**Week 8**	**Week 9**	**Week 10**	**Week 11**	**Week 12**	**Week 13**	**Week 14**	**Week 15**	**Week 16**	**Week 17**	**Week 18**	**Week 19**	**Week 20**	**Week 21**	**Week 22**	**Week 23**	**Week 24**	**Week 25**	**Week 26**	**Week 27**	**Week 28**	**Week 29 - 57**
NOTE*	*1/8/24*	*1/15/24*	*1/22/24*	*1/29/24*	*2/5/24*	*2/12/24*	*2/19/24*	*2/26/24*	*3/4/24*	*3/11/24*	*3/18/24*	*3/25/24*	*3/25/24*	*4/1/24*	*4/8/24*	*4/15/24*	*4/22/24*	*4/29/24*	*5/6/24*	*5/13/24*	*5/20/24*	*5/27/24*	*6/3/24*	*6/10/24*	*6/17/24*	*6/24/24*	*7/1/24*	*7/8/24*	*7/15/24 - 1/31/25*
Establish Project Control																													
Right of Entry Coordination																													
ROW Field Surveys																													
Boundary Analysis/Prepare Prelim ROW Documents																													
Prepare Final ROW Documents																													
Establish ROW Monumentation																													
County Review																													

***Weather and right of entry dependant. Gaining ROE from all landowners in a timely manner will be critical in meeting deadlines for this project.

ATTACHMENT D
TIME & MATERIALS PAYMENT BASIS
SURVEY SERVICES

Project: Corridor E
Proposal Number: 1019052774Q

TASK DESCRIPTION	SENIOR PROJECT MANAGER	PROJECT MANAGER	STAFF SURVEYOR	SENIOR SURVEY TECHNICIAN	SURVEY TECHNICIAN	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	FIELD COORDINATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
Establish Control (Up to 8 points)	4	4		12	16	50		3		$12,313.00
Records Research and Deed Study	4	24		50	120					$21,820.00
Field Surveys	4	12		40	80	460		23		$88,595.00
Boundary Analysis	10	42	24	80	60					$26,440.00
Prepare Preliminary ROW Documents (Up to 56 parcels)	10	50	16	224	560					$91,480.00
Prepare Final ROW Documents (Up to 56 parcels, includes review of title commitment)	6	24	8	56	168					$28,624.00
Establish ROW Monumentation (Up to 224 iron rods)	6	6		24	24	240		12		$45,492.00
Right of Entry Coordination E2/E3 (56 Parcels)	4	24		25	65	10		5		$15,755.00
										$0.00
SUB-TOTALS	48	186	48	511	1093	760	0	43	0	$330,519.00
HOURS SUB-TOTALS	48	186	48	511	1093	760	0	43	0	2689
CONTRACT RATE PER HOUR	$180.00	$160.00	$135.00	$110.00	$98.00	$155.00	$195.00	$105.00	$75.00	
TOTAL LABOR COSTS	$8,640.00	$29,760.00	$6,480.00	$56,210.00	$107,114.00	$117,800.00	$0.00	$4,515.00	$0.00	$330,519.00

OTHER DIRECT EXPENSES		**# OF UNITS**	**COST/UNIT**							
Mileage (number x current state rate)		6390	$0.655	per mile						$4,185.45
GPS Receiver		650	$25.00	per hour						$16,250.00
Primary Control Monuments		8	$90.00	each						$720.00
SUBTOTAL DIRECT EXPENSES										**$21,155.45**

SUMMARY		
LABOR COSTS		$330,519.00
NON-SALARY (OTHER DIRECT EXPENSES)		$21,155.45
TOTAL SAM SURVEY		**$351,674.45**

Commissioners Court - Regular Session **43.**

Meeting Date: 12/19/2023

Alliance 21RFSQ14 WA1 SA1 On Call Small Drainage & Roadways

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between Alliance Transportation Group, Inc. and Williamson County dated June 14, 2022 for On Call Design Engineering Services for Small Drainage and Small Roadway Projects. This supplemental is to increase the maximum amount payable to $75,000.00. Funding source: 01.0200.0210.004100.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance 21RFSQ14 WA1 SA1 On Call Small Drainage & Roadways

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/14/2023 10:16 AM
County Judge Exec Asst.	Becky Pruitt	12/14/2023 10:35 AM
Form Started By: Vicky Edwards		Started On: 12/14/2023 08:42 AM
Final Approval Date: 12/14/2023		

SUPPLEMENTAL WORK AUTHORIZATION NO. __1_
TO
WORK AUTHORIZATION NO. __1__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Design Engineering Services for Small Drainage and Small Roadway Projects

This Supplemental Work Authorization No. _1__ to Work Authorization No. _1___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated June 14, 2022 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Transportation Group, Inc. (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective November 1, 2022 (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 $50,000.00 to $75,000.00. 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:	**COUNTY:**
By: _____	By: _____
Signature	Signature
James Michael Hattle	Bill Gravell, Jr.
Printed Name	Printed Name
President	Williamson County Judge
Title	Title
12.13.2023	
Date	Date

Attachment C - Work Schedule

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

Commissioners Court - Regular Session **44.**

Meeting Date: 12/19/2023

Final plat for the Santa Rita Ranch Phase 6 Section 1 subdivision – Pct 2

Submitted For: Robert Daigh **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 6 Section 1 subdivision – Precinct 2.

Background

This is the first section of the Santa Rita Ranch Phase 6 development. It consists of 60 single family lots, 1 open space/landscape/utility lot and 2 open space/water quality/drainage/landscape/utility lots and 4,703 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $6,067,890.25 has been posted with the County to cover the cost of the remaining construction.

Timeline

2023-09-20 – initial submittal of the final plat
2023-10-12 – 1st review complete with comments
2023-11-17 – 2nd submittal of final plat
2023-12-01 – 2nd review complete with minor comments
2023-12-04 – 3rd submittal of final plat
2023-12-13 – 3rd review complete with comments clear
2023-12-13 – receipt of final plat with signatures
2023-12-14 – final plat placed on the December 19, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

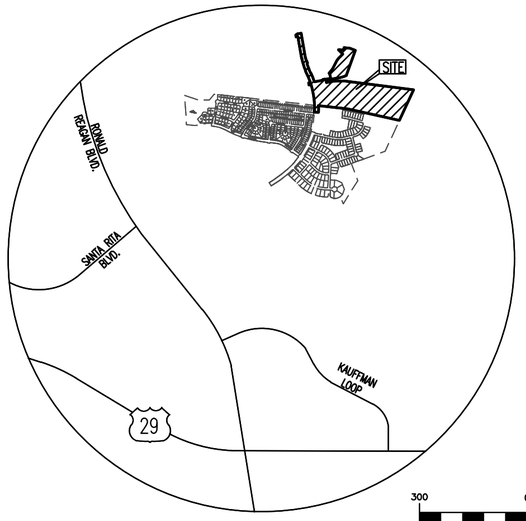
final plat - SRR Ph 6 Sec 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 11:15 AM
Form Started By: Adam Boatright		Started On: 12/14/2023 11:01 AM
Final Approval Date: 12/14/2023		

SANTA RITA RANCH PHASE 6, SECTION 1

FINAL PLAT



VICINITY MAP
APPROX. SCALE:
1"=2000'

GRAPHIC SCALE

300 0 150 300 600 1200

(IN FEET)
1 inch = 300 ft.



DATE: DECEMBER 13, 2023

OWNER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE

TOTAL ACREAGE: 41.815 ACRES
SURVEY: GREENLEAF FISK SURVEY,
ABSTRACT NO. 5

BENCHMARK IS A CAPPED IRON ROD SET
N: 10213196.85
E: 3085045.50
ELEV. 999.34
NAVD88

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

LEGEND

✦	BENCHMARK
●	CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
○	CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE"
1	LOT NUMBER
Ⓐ	BLOCK DESIGNATION
B.S.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
L.S.E.	LANDSCAPE EASEMENT
O.S.	OPEN SPACE
W.Q.E.	WATER QUALITY EASEMENT
	PROPOSED 100 YEAR FLOODPLAIN (ATLAS 14)
— —	100 YEAR FEMA FLOODPLAIN
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

TOTAL OF LOTS	63
SINGLE FAMILY LOTS:	60
O.S., L.S.E, & P.U.E. LOTS:	1
O.S., W.Q.E., D.E., L.S.E., & P.U.E.	2

MINIMUM FINISHED FLOOR ELEVATION (NAVD '88)

BLOCK	LOT	MIN FFE
F	2	969.0'
F	3	968.9'
F	4	968.8'
F	5	968.7'
F	6	968.6'
F	7	968.5'
F	8	968.4'
F	9	968.2'
F	10	968.0'
F	11	967.8
F	12	967.7'
F	13	967.6'
F	14	967.6'
F	15	967.6'
F	16	967.4'
F	17	967.4'
F	18	967.2'
F	19	967.0'
F	20	966.6'
F	23	966.3'
F	24	966.1'
F	25	965.9'
F	26	965.6'
F	27	965.3'
F	28	965.1'
F	29	964.8'
F	30	964.5'
F	31	964.0'
F	32	959.7'
F	33	959.7'
F	34	959.4'
F	35	959.2'

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
EAST SANTA RITA BOULEVARD	1,890'	90' R.O.W.	48' FOC-FOC	35 M.P.H.	PUBLIC	MAJOR COLLECTOR
JATES FIELD BEND	87'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
KISER ROAD	84'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
LA CALETA BEND	110'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
MONTECILO DRIVE	1,559'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
RIG ROSE DR	322'	60' R.O.W.	40' FOC-FOC	25 M.P.H.	PUBLIC	MINOR COLLECTOR
TONADA COVE	651'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	4,703'					

SHEET NO. 1 OF 7

Carlson, Brigance & Doering, Inc.
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SANTA RITA RANCH PHASE 6, SECTION 1
FINAL PLAT

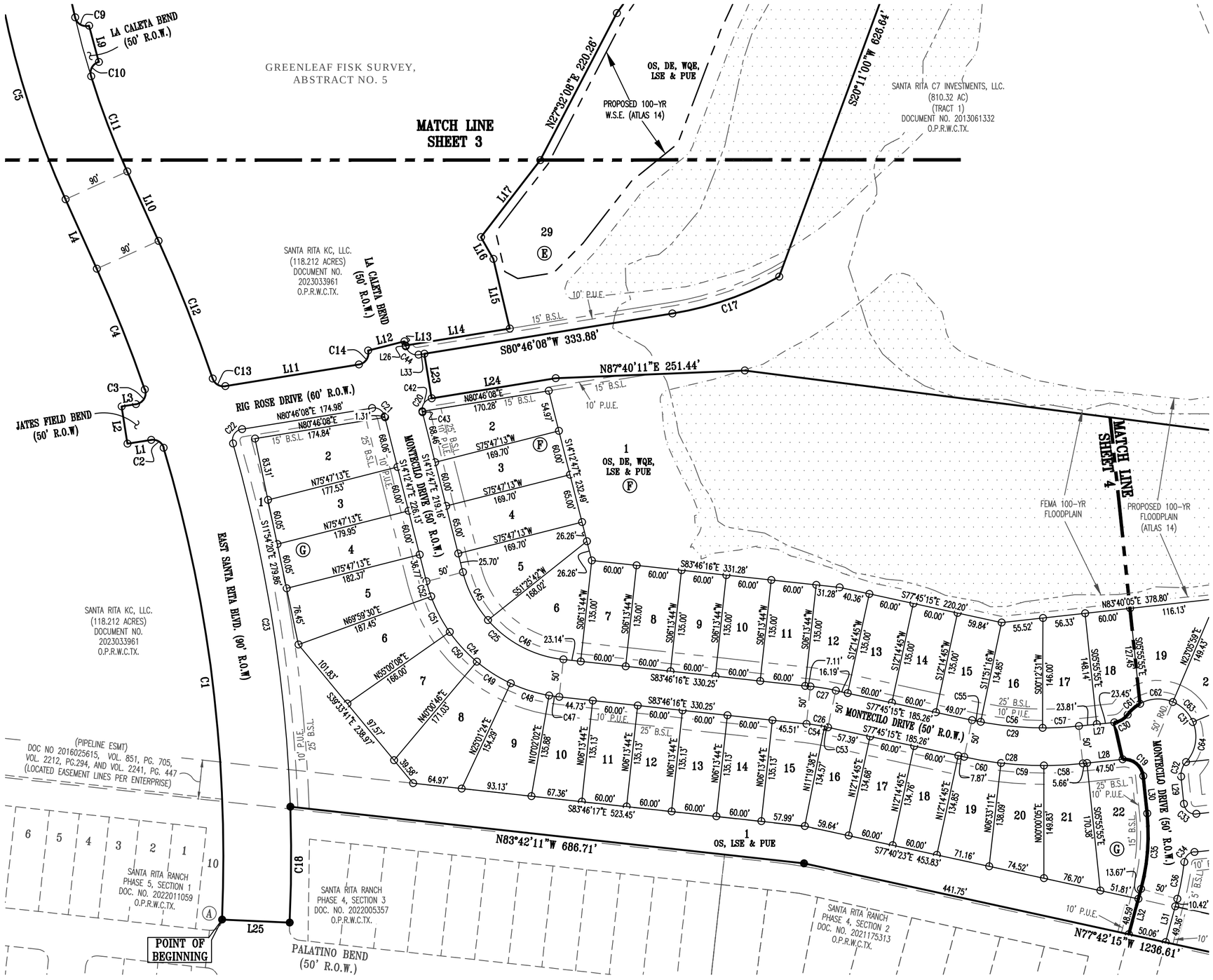
GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

- BENCHMARK
- CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
- CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE"
- 1 LOT NUMBER
- Ⓐ BLOCK DESIGNATION
- B.S.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- O.S. OPEN SPACE
- W.Q.E. WATER QUALITY EASEMENT
- PROPOSED 100 YEAR FLOODPLAIN (ATLAS 14)
- 100 YEAR FEMA FLOODPLAIN
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS



SHEET NO. 2 OF 7

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SANTA RITA RANCH PHASE 6, SECTION 1
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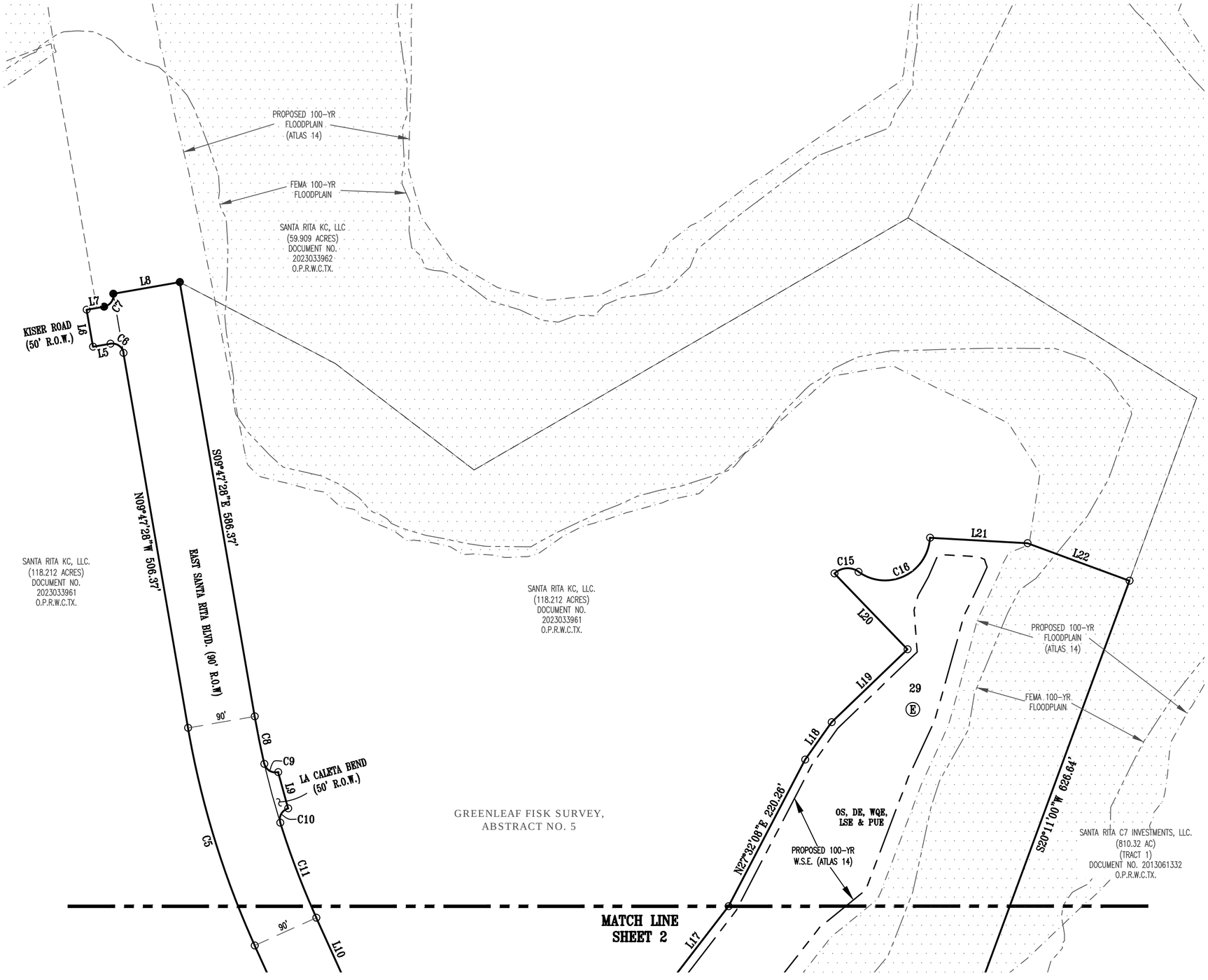
GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

- BENCHMARK
- CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
- CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE"
- 1 LOT NUMBER
- (A) BLOCK DESIGNATION
- B.S.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- O.S. OPEN SPACE
- W.Q.E. WATER QUALITY EASEMENT
- PROPOSED 100 YEAR FLOODPLAIN (ATLAS 14)
- 100 YEAR FEMA FLOODPLAIN
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS



SHEET NO. 3 OF 7

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SANTA RITA RANCH PHASE 6, SECTION 1
FINAL PLAT

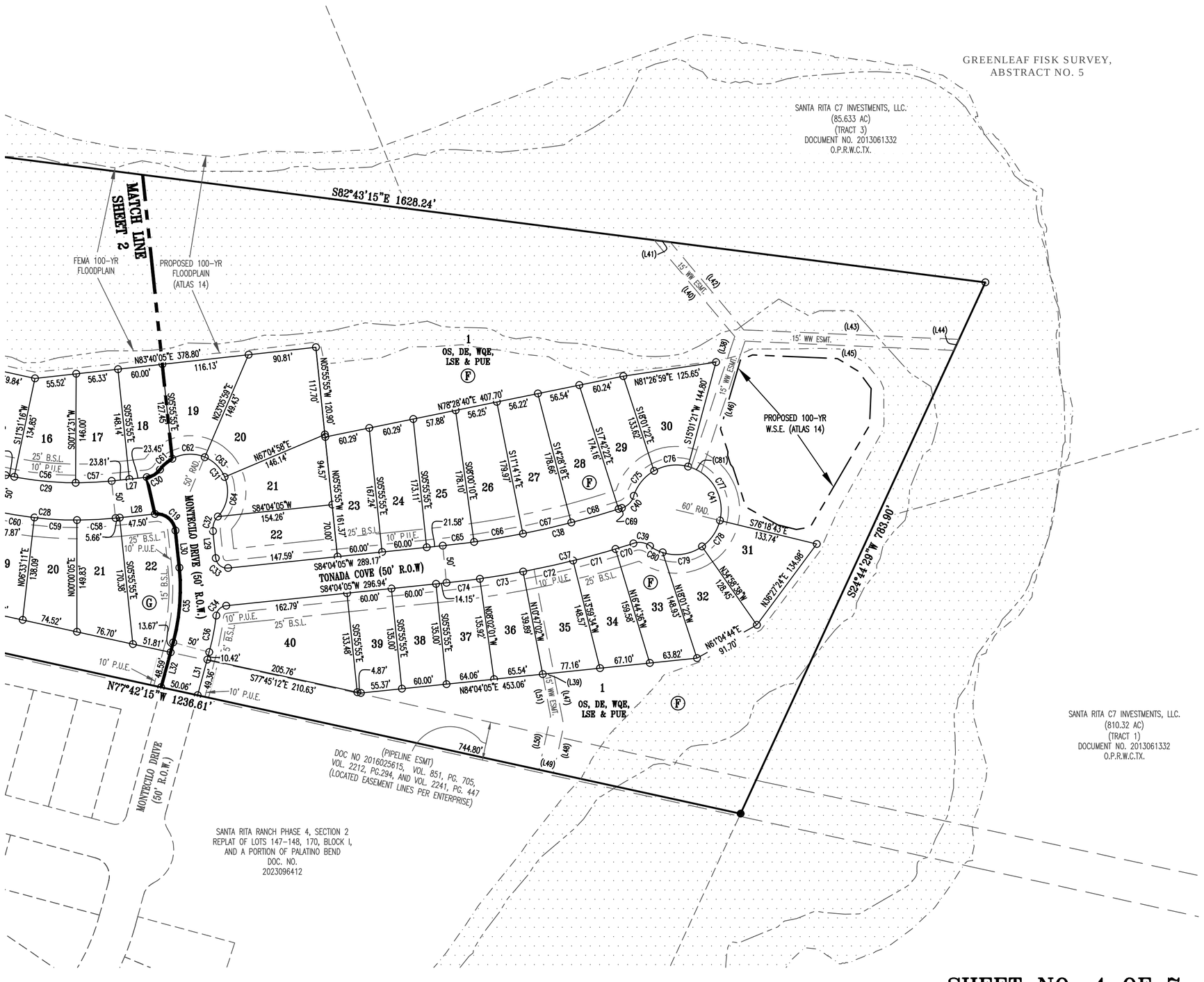
GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

- BENCHMARK
- CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
- CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE"
- 1 LOT NUMBER
- Ⓐ BLOCK DESIGNATION
- B.S.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- L.S.E. LANDSCAPE EASEMENT
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- PROPOSED 100 YEAR FLOODPLAIN (ATLAS 14)
- 100 YEAR FEMA FLOODPLAIN
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS



Easement Line Table		
Line #	Length	Direction
(L38)	185.15	N18°27'07"E
(L39)	15.05	N84°04'05"E
(L40)	168.36	N39°53'19"W
(L41)	22.06	S82°43'15"E
(L42)	153.06	S39°53'19"E
(L43)	288.91	S87°27'20"E
(L44)	16.20	S24°44'29"W

Easement Line Table		
Line #	Length	Direction
(L45)	280.44	N87°27'20"W
(L46)	185.78	S18°27'07"W
(L47)	71.54	S10°47'02"E
(L48)	64.98	S12°14'45"W
(L49)	20.00	N77°45'15"W
(L50)	73.54	N12°17'45"E
(L51)	57.14	N10°47'02"W

Easement Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
(C81)	15.19	60.00	N63°34'13"W	15.15	7.63	14°30'09"

SHEET NO. 4 OF 7

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SANTA RITA RANCH PHASE 6, SECTION 1

FINAL PLAT

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	634.51	1900.00	N07°03'20"W	631.57	320.24	19°08'03"
C2	21.55	15.00	N57°46'49"W	19.74	13.11	82°18'55"
C3	26.22	15.00	N30°59'20"E	23.01	17.92	100°08'47"
C4	172.58	1900.00	N21°41'11"W	172.52	86.35	5°12'15"
C5	303.63	1200.00	N17°02'23"W	302.82	152.63	14°29'51"
C6	23.56	15.00	N54°47'28"W	21.21	15.00	90°00'00"
C7	23.56	15.00	N35°12'32"E	21.21	15.00	90°00'00"
C8	64.49	1110.00	S11°27'20"E	64.48	32.25	3°19'43"
C9	24.12	15.00	S59°10'38"E	21.60	15.56	92°06'54"
C10	24.10	15.00	S28°43'45"W	21.59	15.55	92°04'19"
C11	135.26	1110.00	S20°47'51"E	135.18	67.71	6°58'54"
C12	196.74	1990.00	S21°27'22"E	196.66	98.45	5°39'52"
C13	21.10	15.00	S58°55'39"E	19.41	12.72	80°36'26"
C14	24.87	15.00	N33°16'40"E	22.12	16.36	94°58'55"
C15	34.83	25.00	N86°02'06"E	32.08	20.92	79°50'09"
C16	128.59	60.00	N64°33'28"E	105.35	110.02	122°47'23"
C17	150.93	440.00	S70°56'30"W	150.20	76.22	19°39'16"
C18	153.95	1990.00	S00°17'43"W	153.91	77.01	4°25'57"
C19	39.27	25.00	N50°55'55"W	35.36	25.00	90°00'00"
C20	24.87	15.00	S33°16'40"W	22.12	16.36	94°58'55"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C21	22.26	15.00	N56°43'20"W	20.27	13.75	85°01'05"
C22	25.34	15.00	S32°22'17"W	22.43	16.89	96°47'41"
C23	489.90	1990.00	N08°58'24"W	488.66	246.19	14°06'18"
C24	248.87	205.00	S48°59'32"E	233.87	142.37	69°33'29"
C25	188.17	155.00	S48°59'32"E	176.83	107.64	69°33'29"
C26	28.88	275.00	N80°45'46"W	28.87	14.45	6°01'01"
C27	34.13	325.00	N80°45'46"W	34.11	17.08	6°01'01"
C28	158.63	500.00	S86°50'35"E	157.96	79.99	18°10'39"
C29	142.77	450.00	S86°50'35"E	142.17	71.99	18°10'39"
C30	21.03	25.00	N59°58'24"E	20.41	11.18	48°11'23"
C31	162.65	50.00	N50°55'55"W	99.85	897.21	186°22'46"
C32	21.03	25.00	S18°09'47"W	20.41	11.18	48°11'23"
C33	23.56	15.00	S50°55'55"E	21.21	15.00	90°00'00"
C34	20.35	15.00	S45°12'15"W	18.82	12.09	77°43'41"
C35	101.12	275.00	N04°36'09"E	100.55	51.14	21°04'08"
C36	49.90	325.00	N10°44'19"E	49.85	25.00	8°47'49"
C37	256.38	1225.00	N78°04'21"E	255.91	128.66	11°59'29"
C38	245.74	1175.00	N78°04'36"E	245.29	123.32	11°58'59"
C39	23.51	25.00	N80°59'18"W	22.65	12.70	53°52'13"
C40	23.59	25.00	N45°02'53"E	22.73	12.76	54°04'28"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C41	301.53	60.00	N18°01'16"W	70.59	43.64	287°56'10"
C42	23.56	15.00	S35°46'08"W	21.21	15.00	90°00'00"
C43	1.30	15.00	S11°43'20"E	1.30	0.65	4°58'55"
C44	22.26	15.00	S56°43'20"E	20.27	13.75	85°01'05"
C45	72.47	155.00	S27°36'28"E	71.81	36.91	26°47'21"
C46	115.70	155.00	S62°23'12"E	113.03	60.70	42°46'08"
C47	13.61	205.00	N81°52'07"W	13.61	6.81	3°48'19"
C48	53.63	205.00	N72°28'17"W	53.48	26.97	14°59'22"
C49	53.63	205.00	N57°28'55"W	53.48	26.97	14°59'22"
C50	53.63	205.00	N42°29'33"W	53.48	26.97	14°59'22"
C51	53.63	205.00	N27°30'11"W	53.48	26.97	14°59'22"
C52	20.73	205.00	N17°06'39"W	20.73	10.38	5°47'42"
C53	4.41	275.00	N78°12'49"W	4.41	2.20	0°55'07"
C54	24.47	275.00	N81°13'19"W	24.46	12.24	5°05'54"
C55	11.70	450.00	S78°29'56"E	11.70	5.85	1°29'21"
C56	82.84	450.00	S84°31'03"E	82.73	41.54	10°32'53"
C57	48.23	450.00	N87°08'18"E	48.20	24.14	6°08'25"
C58	51.78	500.00	S87°02'05"W	51.75	25.91	5°56'00"
C59	57.17	500.00	N86°43'22"W	57.14	28.62	6°33'06"
C60	49.68	500.00	N80°36'02"W	49.66	24.86	5°41'33"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C61	22.18	50.00	N48°35'22"E	22.00	11.28	25°25'19"
C62	45.20	50.00	N87°12'00"E	43.68	24.28	51°47'58"
C63	38.38	50.00	S44°54'31"E	37.45	20.19	43°58'59"
C64	56.88	50.00	S09°40'13"W	53.86	31.96	65°10'30"
C65	42.47	1175.00	N83°01'58"E	42.47	21.24	2°04'15"
C66	66.33	1175.00	N80°22'48"E	66.32	33.17	3°14'04"
C67	66.33	1175.00	N77°08'44"E	66.32	33.17	3°14'04"
C68	66.33	1175.00	N73°54'40"E	66.32	33.17	3°14'04"
C69	4.28	1175.00	N72°11'22"E	4.28	2.14	0°12'32"
C70	25.23	1225.00	S72°40'00"W	25.23	12.62	1°10'48"
C71	58.81	1225.00	S74°37'55"W	58.80	29.41	2°45'02"
C72	68.60	1225.00	S77°36'42"W	68.60	34.31	3°12'32"
C73	58.81	1225.00	S80°35'28"W	58.80	29.41	2°45'02"
C74	44.94	1225.00	S83°01'02"W	44.93	22.47	2°06'06"
C75	44.17	60.00	N39°06'05"E	43.18	23.14	42°10'52"
C76	46.95	60.00	N82°36'26"E	45.76	24.75	44°49'50"
C77	92.85	60.00	S30°38'41"E	83.86	58.62	88°39'57"
C78	43.29	60.00	S34°21'20"W	42.35	22.63	41°20'05"
C79	55.23	60.00	S81°23'38"W	53.30	29.75	52°44'32"
C80	19.04	60.00	N63°08'39"W	18.96	9.60	18°10'55"

Line Table		
Line #	Length	Direction
L1	31.81	S81°03'44"W
L2	50.00	N08°56'16"W
L3	19.26	N81°03'44"E
L4	101.31	N24°17'19"W
L5	23.57	S80°12'32"W
L6	50.00	N09°47'28"W
L7	23.57	N80°12'32"E
L8	90.00	N80°12'32"E
L9	50.00	S15°12'01"E
L10	101.31	S24°17'19"E

Line Table		
Line #	Length	Direction
L11	179.94	N80°46'08"E
L12	50.00	N75°47'13"E
L13	5.67	S14°12'47"E
L14	140.36	N80°46'08"E
L15	94.89	N13°18'43"W
L16	33.47	N29°41'33"W
L17	129.25	N37°37'40"E
L18	60.96	N35°26'15"E
L19	140.00	N46°07'01"E
L20	140.00	N43°52'59"W

Line Table		
Line #	Length	Direction
L21	130.00	S86°50'13"E
L22	144.62	S69°49'00"E
L23	60.00	S09°13'52"E
L24	166.94	N80°46'08"E
L25	90.00	N87°29'18"W
L26	1.31	S14°12'47"E
L27	47.26	N84°04'05"E
L28	53.16	N84°04'05"E
L29	36.37	S05°55'55"E
L30	50.00	S05°55'55"E

Line Table		
Line #	Length	Direction
L31	59.77	N15°08'13"E
L32	62.26	N15°08'13"E
L33	7.85	N80°46'08"E

GENERAL:

1. BEARINGS 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 PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

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 EXCEPT LOTS 2-20 AND 23-35, BLOCK F. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THE PROPOSED 100-YR WATER SURFACE ELEVATION PER ATLAS 14 SHOWN ON THE PLAT WAS DETERMINED BY A STUDY PREPARED BY CALRSON, BRIGANCE & DOERING, INC., DATED DECEMBER 9, 2021. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THE PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE PROPOSED 100-YR WATER SURFACE ELEVATION PER ATLAS 14.
4. 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.
5. 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.
6. ANY PROPOSED DEVELOPMENT THAT OBSTRUCTS OR DIVERTS FLOW WITHIN A DRAINAGE EASEMENT MAY NOT BE PERMITTED AND IS AT THE DISCRETION OF THE FLOODPLAIN ADMINISTRATOR.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. 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 19F/ GEORGETOWN UTILITY SYSTEMS
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F/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 ADJACENT TO ALL STREET RIGHT-OF-WAY.

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SANTA RITA RANCH PHASE 6, SECTION 1
FINAL PLAT

METES AND BOUNDS DESCRIPTION

BEING ALL OF THAT CERTAIN 41.815 ACRE TRACT OF LAND OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 118.212 ACRE TRACT CONVEYED TO SANTA RITA KC, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2023003961, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 41.815 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT A CORNER IN THE SOUTH LINE OF SAID 118.212 ACRE TRACT, BEING ON THE EAST LINE OF LOT 10, BLOCK A, SANTA RITA RANCH PHASE 5, SECTION 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2022011059, O.P.R.W.C.TX., BEING AT THE NORTHWEST TERMINUS OF THE RIGHT-OF-WAY OF EAST SANTA RITA BOULEVARD (90' R.O.W.), SAME BEING ON THE NORTH LINE OF SANTA RITA RANCH PHASE 4, SECTION 3, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2022005357, O.P.R.W.C.TX., SAME BEING AT THE BEGINNING OF A CURVE TO THE LEFT, FOR THE SOUTHWEST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, ALONG SAID CURVE TO THE LEFT, AND IN PART WITH THE COMMON LINE OF SAID LOT 10 AND SAID 118.212 ACRE TRACT AND IN PART CROSSING SAID 118.212 ACRE TRACT, HAVING A RADIUS OF 1900.00 FEET, AN ARC LENGTH OF 634.51 FEET, AND A CHORD THAT BEARS N07°03'20"W, A DISTANCE OF 631.57 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,

THENCE, CONTINUING ACROSS SAID 118.212 ACRE TRACT, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES, NUMBERED 1 THROUGH 13,

1. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 21.55 FEET, AND A CHORD THAT BEARS N57°46'49"W, A DISTANCE OF 19.74 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
2. S81°03'44"W, A DISTANCE OF 31.81 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
3. N08°56'16"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
4. N81°03'44"E, A DISTANCE OF 19.26 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
5. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 26.22 FEET, AND A CHORD THAT BEARS N30°59'20"E, A DISTANCE OF 23.01 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
6. N19°33'44"W, A DISTANCE OF 31.70 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
7. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1900.00 FEET, AN ARC LENGTH OF 140.88 FEET, AND A CHORD THAT BEARS N22°09'51"W, A DISTANCE OF 140.85 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
8. N24°17'19"W, A DISTANCE OF 101.31 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
9. ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1200.00 FEET, AN ARC LENGTH OF 303.63 FEET, AND A CHORD THAT BEARS N17°02'23"W, A DISTANCE OF 302.82 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
10. N09°47'28"W, A DISTANCE OF 506.37 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
11. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS N54°47'28"W, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
12. S80°12'32"W, A DISTANCE OF 23.57 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
13. N09°47'28"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N80°12'32"E, IN PART CROSSING SAID 118.212 ACRE TRACT AND IN PART WITH THE COMMON LINE OF SAID 118.212 ACRE TRACT AND A CALLED 59.909 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2023033962, O.P.R.W.C.TX., A DISTANCE OF 23.57 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT A POINT OF CURVATURE IN SAID COMMON LINE, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,

THENCE, WITH THE COMMON LINE OF SAID 118.212 ACRE TRACT AND SAID 59.909 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS N35°12'32"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, AND
2. N80°12'32"E, A DISTANCE OF 90.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,

THENCE, CROSSING SAID 118.212 ACRE TRACT, THE FOLLOWING TWENTY-FIVE (25) COURSES AND DISTANCES, NUMBERED 1 THROUGH 25,

1. S09°47'28"E, A DISTANCE OF 586.37 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBDSETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
2. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1110.00 FEET, AN ARC LENGTH OF 64.49 FEET, AND A CHORD THAT BEARS S11°27'20"E, A DISTANCE OF 64.48 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
3. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.12 FEET, AND A CHORD THAT BEARS S59°10'38"E, A DISTANCE OF 21.60 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
4. S15°12'10"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBDSETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
5. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.10 FEET, AND A CHORD THAT BEARS S28°43'45"W, A DISTANCE OF 21.59 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
6. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1110.00 FEET, AN ARC LENGTH OF 135.26 FEET, AND A CHORD THAT BEARS S20°47'51"E, A DISTANCE OF 135.18 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
7. S24°17'19"E, A DISTANCE OF 101.31 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBDSETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
8. ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1990.00 FEET, AN ARC LENGTH OF 196.74 FEET, AND A CHORD THAT BEARS S21°27'22"E, A DISTANCE OF 196.66 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
9. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 21.10 FEET, AND A CHORD THAT BEARS S58°55'39"E, A DISTANCE OF 19.41 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
10. N80°46'08"E, A DISTANCE OF 179.94 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBDSETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
11. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.87 FEET, AND A CHORD THAT BEARS N33°16'40"E, A DISTANCE OF 22.12 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
12. N75°47'13"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBDSETSTONE" FOR CORNER,
13. S14°12'47"E, A DISTANCE OF 5.67 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
14. N80°46'08"E, A DISTANCE OF 140.36 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBDSETSTONE" FOR CORNER,
15. N13°18'43"W, A DISTANCE OF 94.89 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBDSETSTONE" FOR CORNER,
16. N29°41'33"W, A DISTANCE OF 33.47 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBDSETSTONE" FOR CORNER,
17. N37°37'40"E, A DISTANCE OF 129.25 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBDSETSTONE" FOR CORNER,
18. N27°32'08"E, A DISTANCE OF 220.26 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBDSETSTONE" FOR CORNER,
19. N35°26'15"E, A DISTANCE OF 60.96 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBDSETSTONE" FOR CORNER,
20. N46°07'01"E, A DISTANCE OF 140.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBDSETSTONE" FOR CORNER,
21. N43°52'59"W, A DISTANCE OF 140.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBDSETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
22. ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 34.83 FEET, AND A CHORD THAT BEARS N86°02'06"E, A DISTANCE OF 32.08 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
23. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 128.59 FEET, AND A CHORD THAT BEARS N64°33'28"E, A DISTANCE OF 105.35 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
24. S86°50'13"E, A DISTANCE OF 130.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBDSETSTONE" FOR CORNER, AND
25. S69°49'00"E, A DISTANCE OF 144.62 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBDSETSTONE" IN THE EAST LINE OF SAID 118.212 ACRE TRACT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, CROSSING AN 810.32 ACRE TRACT OF LAND CONVEYED TO SANTA RITA C7 INVESTMENTS, LLC. BY DEED RECORDED IN DOCUMENT NUMBER 2013061332, O.P.R.W.C.TX., WITH THE EAST AND NORTH LINES OF SAID 118.212 ACRE TRACT, THE FOLLOWING SIX (6) COURSES AND DISTANCES, NUMBERED 1 THROUGH 6,

1. S20°11'00"W, A DISTANCE OF 626.64 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBDSETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
2. ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 440.00 FEET, AN ARC LENGTH OF 150.93 FEET, AND A CHORD THAT BEARS S70°56'30"W, A DISTANCE OF 150.20 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
3. S80°46'08"W, A DISTANCE OF 333.88 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBDSETSTONE" FOR CORNER,
4. S09°13'52"E, A DISTANCE OF 60.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBDSETSTONE" FOR CORNER,
5. N80°46'08"E, A DISTANCE OF 166.94 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBDSETSTONE" FOR CORNER, AND
6. N87°40'11"E, A DISTANCE OF 251.44 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBDSETSTONE" FOR CORNER,

THENCE, CONTINUING WITH THE NORTH AND EAST LINES OF SAID 118.212 ACRE TRACT, IN PART CROSSING SAID 810.32 ACRE TRACT AND IN PART CROSSING A CALLED 85.633 ACRE TRACT OF LAND CONVEYED TO SANTA RITA C7 INVESTMENTS, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2013061332, O.P.R.W.C.TX., THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 THROUGH 2,

1. S82°43'15"E, A DISTANCE OF 1628.24 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBDSETSTONE" FOR CORNER, BEING THE EASTERNMOST CORNER OF SAID 118.212 ACRE TRACT,

2. S24°44'29"W, A DISTANCE OF 783.90 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBDSETSTONE" AT THE NORTHEAST CORNER OF LOT 171, BLOCK I, SANTA RITA RANCH PHASE 4, SECTION 2, REPLAT OF LOTS 147-148, 170, BLOCK I, AND A PORTION OF PALATINO BEND, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2023096412, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING THE SOUTHEAST CORNER OF SAID 118.212 ACRE TRACT AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, CROSSING SAID 810.32 ACRE TRACT OF LAND WITH THE SOUTH LINE OF SAID 118.212 ACRE TRACT, BEING THE NORTH LINE OF SAID SANTA RITA RANCH PHASE 4, SECTION 2, REPLAT OF LOTS 147-148, 170, BLOCK I, AND A PORTION OF PALATINO BEND, THE NORTH LINE OF SANTA RITA RANCH PHASE 4, SECTION 2, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2021175313, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND SAID SANTA RITA RANCH PHASE 4, SECTION 3, THE FOLLOWING FOUR (4) COURSES AND DISTANCES NUMBERED 1 THROUGH 4,

1. N77°42'15"W, A DISTANCE OF 1236.61 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
2. N83°42'11"W, A DISTANCE OF 686.71 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
3. ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1990.00 FEET, AN ARC LENGTH OF 153.95 FEET, AND A CHORD THAT BEARS S00°17'43"W, A DISTANCE OF 153.91 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE NORTHEAST TERMINUS CORNER OF SAID EAST SANTA RITA BOULEVARD FOR CORNER, AND
4. N87°29'18"W, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 41.815 ACRES OF LAND.

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

SANTA RITA RANCH PHASE 6, SECTION 1
FINAL PLAT

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

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC, OWNER OF THE CERTAIN CALLED 41.815 ACRE TRACT OF LAND CONVEYED BY DEED IN DOCUMENT NUMBER 2023033961, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS OUT OF AND A PART OF THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, SITUATED IN WILLIAMSON COUNTY, TEXAS AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE 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:

"SANTA RITA RANCH PHASE 6, SECTION 1 FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 28 DAY OF November, 20 23

SANTA RITA KC, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: MREM TEXAS MANAGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

JAMES EDWARD HORNE
VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, 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 28 DAY OF November, 2023 A.D.

NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

ASHLEY CUELLAR SOUSA
Notary Public, State of Texas
My Commission Expires
May 16, 2026
NOTARY ID 13376154-3

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE HOLDER OF A DEED OF TRUST LIEN SECURED BY THE PROPERTY, DATED OCTOBER 31, 2013, RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY:
PRINTED NAME: JASON RANGEL
TITLE: SENIOR VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME 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 HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 27 DAY OF November, A.D., 2023.

BY:
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME: Araceli Hernandez
MY COMMISSION EXPIRES 6-2-2024

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2024
Notary ID 126285198

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.

PAUL BRANDENBURG, CITY MANAGER
CITY OF LIBERTY HILL, TEXAS

11/29/2023
DATE

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 WILLIAMSON:

A 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: 11/22/23
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

I, ERIC JOHN DANNHEIM, 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 OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: 11/22/23
ERIC JOHN DANNHEIM, R.P.L.S. NO. 6075 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
EDANNHEIM@cbdeng.com

STATE OF TEXAS
REGISTERED
ERIC JOHN DANNHEIM
6075
PROFESSIONAL
LAND SURVEYOR

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 28 DAY OF November, 2023 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS
Cindy Bridges
PRINTED NAME

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

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

DATE

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____DAY OF _____ 20___, A.D., AT _____ O'CLOCK, ___M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20___, A.D., AT _____ O'CLOCK, __.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 7 OF 7

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

Commissioners Court - Regular Session **45.**

Meeting Date: 12/19/2023

Final plat for the Santa Rita Ranch Phase 7A Section 1 subdivision – Pct 2

Submitted For: Robert Daigh **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 7A Section 1 subdivision – Precinct 2.

Background

This is the first section of the Santa Rita Ranch Phase 7A development. It consists of 68 single family lots, 4 open space/landscape/utility lots and 4,401 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $10,103,110 has been posted with the County to cover the cost of the remaining construction in Santa Rita Ranch Phase 7A.

Timeline

2023-07-14 – initial submittal of the final plat
2023-08-11 – 1st review complete with comments
2023-10-19 – 2nd submittal of final plat
2023-10-30 – 2nd review complete with comments
2023-11-14 – 3rd submittal of final plat
2023-11-22 – 3rd review complete with comments
2023-12-01 – 4th submittal of final plat
2023-12-13 – 4th review complete with comments clear
2023-12-13 – receipt of final plat with signatures
2023-12-14 – final plat placed on the December 19, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

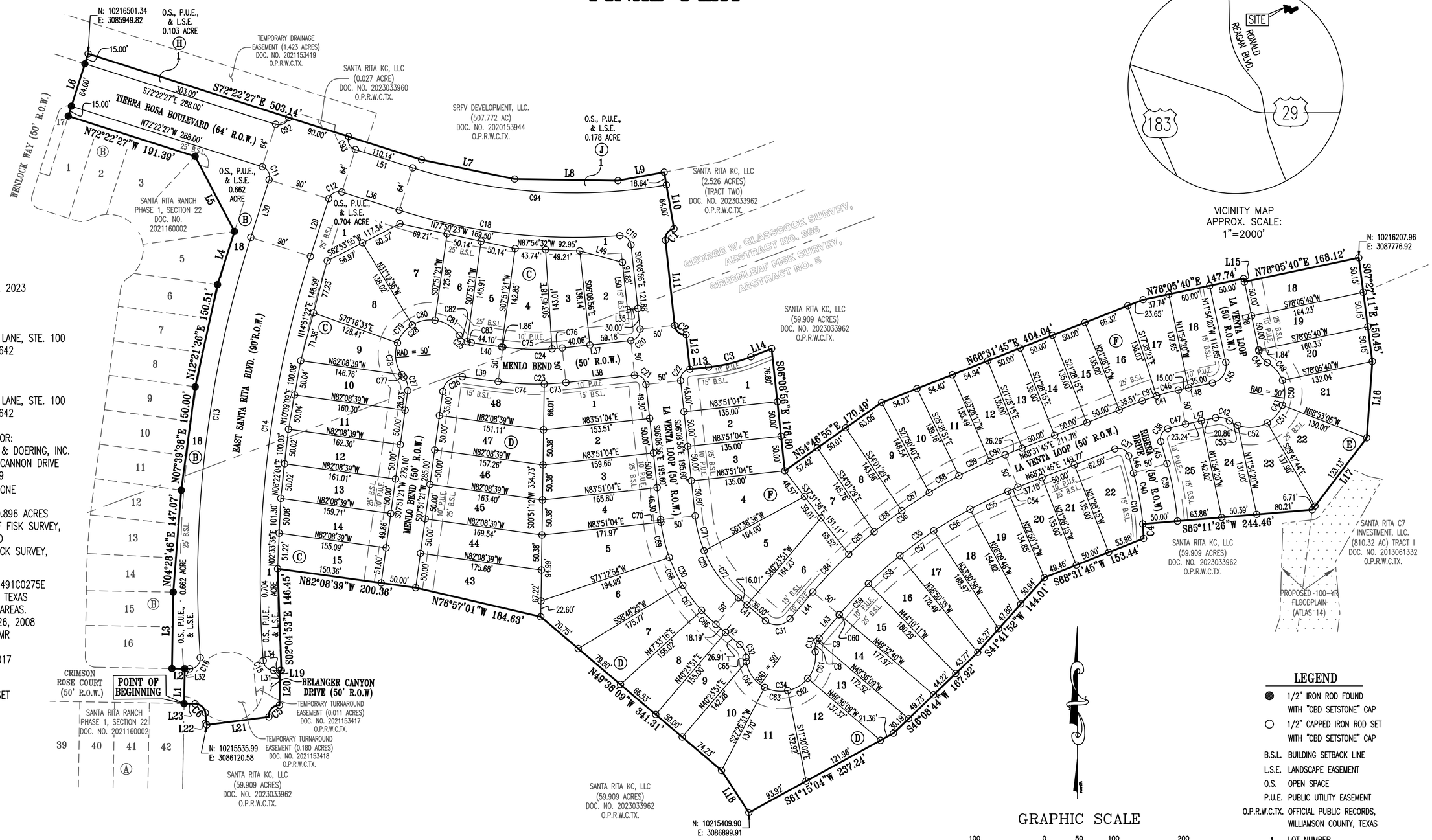
Attachments

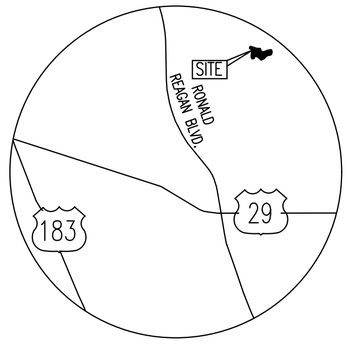
final plat - Santa Rita Ranch Ph 7A Sec 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 11:15 AM
Form Started By: Adam Boatright		Started On: 12/14/2023 11:05 AM
Final Approval Date: 12/14/2023		

SANTA RITA RANCH PHASE 7A, SECTION 1
FINAL PLAT





VICINITY MAP
APPROX. SCALE:
1"=2000'

DATE: DECEMBER 12, 2023

OWNER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE

TOTAL ACREAGE: 20.896 ACRES
SURVEY: GREENLEAF FISK SURVEY, ABSTRACT NO. 5 AND
GEORGE W. GLASSCOCK SURVEY, ABSTRACT NO. 266

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS
AND INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008
AS AFFECTED BY LOMR
NO. 16-06-0501P
DATED: MARCH 2, 2017

BENCHMARK:
CAPPED IRON ROD SET
STAMPED "CONTROL"
N: 10212921.80
E: 3087472.14
ELEV: 979.79
(NAVD '88)

TOTAL OF LOTS	72
SINGLE FAMILY LOTS:	68
O.S., L.S.E, & P.U.E. LOTS:	4

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
BELANGER CANYON DRIVE	66'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
CRIMSON ROSE COURT	71'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
EAST SANTA RITA BLVD.	871'	90' R.O.W.	48' FOC-FOC	35 M.P.H.	PUBLIC	MAJOR COLLECTOR
LA VENTA LOOP	1,657'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
MENLO BEND	708'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
RIBERA DRIVE	149'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TIERRA ROSA BLVD.	879'	64' R.O.W.	48' FOC-FOC	35 M.P.H.	PUBLIC	COLLECTOR
TOTAL	4,401'					

MINIMUM FINISHED FLOOR ELEVATION (NAVD '88)

BLOCK	LOT	MIN. FFE
E	22	982.4'
E	23	980.6'

GRAPHIC SCALE

100 0 50 100 200

(IN FEET)
1 inch = 100 ft.

LEGEND

- ● 1/2" IRON ROD FOUND WITH "CBD SETSTONE" CAP
- ○ 1/2" CAPPED IRON ROD SET WITH "CBD SETSTONE" CAP
- B.S.L. BUILDING SETBACK LINE
- L.S.E. LANDSCAPE EASEMENT
- O.S. OPEN SPACE
- P.U.E. PUBLIC UTILITY EASEMENT
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- 1 LOT NUMBER
- (A) BLOCK DESIGNATION
- PROPOSED 100 YEAR FLOODPLAIN (ATLAS 14)

SHEET NO. 1 OF 4

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\5482\Survey\PLAT - SANTA RITA RANCH 7A-1

SANTA RITA RANCH PHASE 7A, SECTION 1
FINAL PLAT

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	22.58	15.00	S36°58'08"W	20.50	14.05	86°14'08"
C2	23.56	15.00	S51°08'56"E	21.21	15.00	90°00'00"
C3	62.84	235.00	N76°11'25"E	62.66	31.61	15°19'19"
C4	20.97	390.00	S03°16'09"E	20.97	10.49	3°04'51"
C5	25.73	15.00	S41°49'39"W	22.69	17.34	98°17'34"
C6	21.55	15.00	N47°52'06"W	19.74	13.11	82°18'57"
C8	16.20	25.00	S10°45'59"W	15.91	8.39	37°07'00"
C9	4.83	25.00	S34°51'40"W	4.82	2.42	11°04'23"
C10	95.62	390.00	N08°45'09"W	95.38	48.05	14°02'52"
C11	23.56	15.00	N27°22'27"W	21.21	15.00	90°00'00"
C12	23.56	15.00	S62°37'33"W	21.21	15.00	90°00'00"
C13	612.57	1630.00	S06°51'34"W	608.98	309.94	21°31'57"
C14	589.10	1540.00	S06°40'01"W	585.52	298.20	21°55'03"
C15	22.18	15.00	S46°39'32"E	20.22	13.68	84°44'04"
C16	24.84	15.00	N43°32'01"E	22.10	16.34	94°52'50"
C18	321.27	832.00	S83°26'12"E	319.28	162.66	22°07'28"
C19	23.13	15.00	N50°19'26"W	20.91	14.57	88°21'00"
C20	23.56	15.00	N38°51'04"E	21.21	15.00	90°00'00"
C21	23.56	15.00	N51°08'56"W	21.21	15.00	90°00'00"
C22	23.56	15.00	S38°51'04"W	21.21	15.00	90°00'00"
C23	97.77	400.00	S89°08'48"E	97.53	49.13	14°00'17"
C24	85.55	350.00	S89°08'48"E	85.34	42.99	14°00'17"
C25	21.03	25.00	S58°02'58"E	20.41	11.18	48°11'23"
C26	39.27	25.00	S52°51'21"W	35.36	25.00	90°00'00"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C27	21.03	25.00	N16°14'21"W	20.41	11.18	48°11'23"
C28	162.65	50.00	S52°51'21"W	99.85	897.21	186°22'46"
C29	136.51	180.00	S27°52'32"E	133.27	71.73	43°27'13"
C30	174.43	230.00	S27°52'32"E	170.28	91.65	43°27'13"
C31	39.27	25.00	N85°23'51"E	35.36	25.00	90°00'00"
C32	21.03	25.00	N25°30'27"W	20.41	11.18	48°11'23"
C33	21.03	25.00	S16°18'10"W	20.41	11.18	48°11'23"
C34	162.65	50.00	N85°23'51"E	99.85	897.21	186°22'46"
C35	319.14	650.00	S54°27'48"W	315.95	162.86	28°07'53"
C36	343.15	700.00	S54°29'08"W	339.72	175.09	28°05'13"
C37	25.05	15.00	N63°37'25"W	22.24	16.57	95°41'41"
C38	23.13	15.00	S28°23'52"W	20.91	14.57	88°20'52"
C39	84.22	440.00	N10°17'34"W	84.09	42.24	10°58'00"
C40	74.65	390.00	N10°17'34"W	74.53	37.44	10°58'00"
C41	54.26	325.00	S73°18'42"W	54.19	27.19	9°33'55"
C42	21.03	25.00	N77°48'39"W	20.41	11.18	48°11'23"
C43	162.65	50.00	N33°05'40"E	99.85	897.21	186°22'46"
C44	21.03	25.00	S36°00'02"E	20.41	11.18	48°11'23"
C45	39.27	25.00	N33°05'40"E	35.36	25.00	90°00'00"
C46	32.53	325.00	N75°13'38"E	32.51	16.28	5°44'03"
C47	26.51	275.00	S75°19'59"W	26.50	13.26	5°31'22"
C49	34.28	50.00	S40°27'07"E	33.62	17.85	39°17'13"
C50	36.59	50.00	S00°09'12"W	35.77	19.15	41°55'24"
C51	33.92	50.00	S40°32'58"W	33.27	17.64	38°52'08"

Line Table		
Line #	Length	Direction
L1	50.00	N00°58'26"E
L2	18.28	N89°01'34"W
L3	110.00	N00°58'26"E
L4	80.30	N17°37'33"E
L5	121.90	N27°38'50"W
L6	94.00	N17°37'33"E
L7	136.70	S78°15'34"E
L8	148.61	S89°06'34"E
L9	67.47	N79°34'06"E
L10	82.64	S09°54'48"E
L11	123.36	S06°08'56"E
L12	50.00	S06°08'56"E
L13	27.08	N83°51'04"E
L14	31.96	N68°31'45"E
L15	4.92	S11°54'20"E
L16	110.14	S04°10'46"W
L17	129.83	S37°09'51"W
L18	72.12	N32°58'04"W
L19	1.88	N89°01'34"W
L20	50.00	S00°58'26"W
L21	90.00	S82°40'51"W
L22	17.32	N07°00'53"W
L23	15.95	N89°01'34"W

Line Table		
Line #	Length	Direction
L28	106.75	N11°54'20"W
L29	86.88	N17°37'33"E
L30	86.88	N17°37'33"E
L31	9.51	N89°01'34"W
L32	7.14	N89°01'34"W
L34	11.39	N89°01'34"W
L35	15.00	N83°51'04"E
L36	86.51	N72°22'27"W
L37	99.24	N83°51'04"E
L38	99.24	N83°51'04"E
L39	51.86	N82°08'39"W
L40	45.96	N82°08'39"W
L41	51.01	S49°36'09"E
L42	45.11	S49°36'09"E
L43	44.20	S40°23'51"W
L44	50.65	S40°23'52"W
L45	32.93	N15°46'35"W
L46	25.60	N15°46'35"W
L47	44.10	N78°05'40"E
L48	50.00	N78°05'40"E
L49	63.48	S74°56'17"E
L50	68.17	S06°08'56"E
L51	86.51	S72°22'27"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C52	44.04	50.00	S85°13'09"W	42.63	23.57	50°28'15"
C53	13.81	50.00	N61°37'50"W	13.77	6.95	15°49'46"
C54	15.49	650.00	S67°50'47"W	15.49	7.75	1°21'56"
C55	60.43	650.00	S64°30'00"W	60.41	30.24	5°19'36"
C56	60.73	650.00	S59°09'37"W	60.70	30.38	5°21'10"
C57	60.43	650.00	S53°49'14"W	60.41	30.24	5°19'36"
C58	60.43	650.00	S48°29'37"W	60.41	30.24	5°19'36"
C59	60.97	650.00	S43°08'34"W	60.95	30.51	5°22'29"
C60	0.66	650.00	S40°25'36"W	0.66	0.33	0°03'28"
C61	40.95	50.00	S15°40'21"W	39.82	21.70	46°55'44"
C62	34.35	50.00	S58°49'05"W	33.68	17.88	39°21'46"
C63	33.98	50.00	N82°01'45"W	33.33	17.68	38°56'33"
C64	47.10	50.00	N35°34'12"W	45.38	25.46	53°58'33"
C65	6.26	50.00	N04°59'51"W	6.25	3.13	7°10'10"
C66	28.73	230.00	N46°01'26"W	28.71	14.38	7°09'24"
C67	45.17	230.00	N36°49'10"W	45.10	22.66	11°15'09"
C68	44.67	230.00	N25°37'47"W	44.60	22.40	11°07'37"
C69	52.17	230.00	N13°34'04"W	52.06	26.20	12°59'48"
C70	3.70	230.00	N06°36'33"W	3.70	1.85	0°55'15"
C71	51.96	180.00	S14°25'05"E	51.78	26.16	16°32'19"
C72	84.56	180.00	S36°08'41"E	83.78	43.07	26°54'54"
C73	31.26	400.00	S86°05'24"W	31.25	15.64	4°28'40"
C74	66.51	400.00	N86°54'28"W	66.43	33.33	9°31'37"
C75	70.93	350.00	S87°56'58"E	70.80	35.58	11°36'39"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C76	14.62	350.00	N85°02'53"E	14.62	7.31	2°23'38"
C77	4.48	50.00	N37°46'01"W	4.48	2.24	5°08'02"
C78	47.93	50.00	N07°44'17"W	46.12	25.99	54°55'28"
C79	34.09	50.00	N39°15'26"E	33.43	17.74	39°03'57"
C80	34.09	50.00	N78°19'22"E	33.43	17.74	39°03'57"
C81	42.05	50.00	S58°02'58"E	40.82	22.36	48°11'23"
C82	15.07	25.00	S51°13'20"E	14.84	7.77	34°32'06"
C83	5.96	25.00	S75°19'01"E	5.94	2.99	13°39'17"
C84	75.02	700.00	N43°30'44"E	74.98	37.55	6°08'25"
C85	48.59	700.00	N48°34'15"E	48.58	24.30	3°58'37"
C86	50.10	700.00	N52°36'35"E	50.09	25.06	4°06'02"
C87	47.28	700.00	N56°35'42"E	47.27	23.65	3°52'12"
C88	49.08	700.00	N60°32'20"E	49.07	24.55	4°01'03"
C89	49.05	700.00	N64°33'17"E	49.04	24.53	4°00'52"
C90	24.03	700.00	N67°32'44"E	24.03	12.02	1°58'02"
C91	21.73	325.00	N70°26'41"E	21.73	10.87	3°49'52"
C92	23.56	15.00	N62°37'33"E	21.21	15.00	90°00'00"
C93	23.56	15.00	S27°22'27"E	21.21	15.00	90°00'00"
C94	369.14	768.00	S86°08'38"E	365.59	188.21	27°32'21"

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88).
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 PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
5. THE HOA WILL OWN AND MAINTAIN THE FOLLOWING LOTS: LOT 18, BLOCK B; LOT 1, BLOCK C; LOT 1, BLOCK H AND LOT 1, BLOCK J.

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 CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION EXCEPT LOTS 22-23, BLOCK E. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
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.
4. MAINTENANCE RESPONSIBILITY OF 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.
5. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT WERE DETERMINED BY A STUDY PREPARED BY CALRSON, BRIGANCE & DOERING, INC., DATED DECEMBER 2, 2022.
6. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR LOTS 22-23, BLOCK E PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.
7. ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. 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 19G/GEORGETOWN UTILITY SYSTEMS
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19G/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 TEN (10') FOOT WIDE IS HEREBY DEDICATED ADJACENT TO ALL RIGHT-OF-WAY AND A TWO AND A HALF (2.5') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL SIDE LOT LINES.
8. SIDEWALKS SHALL BE INSTALLED ON BOTH SIDES OF BELANGER CANYON DRIVE, CRIMSON ROSE COURT, EAST SANTA RITA BOULEVARD, LA VENTA LOOP, MENLO BEND, RIBERA DRIVE AND TIERRA ROSA BOULEVARD. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT (INCLUDING SIDEWALKS ALONG STREET FRONTAGES OF LOTS PROPOSED FOR SCHOOLS, CHURCHES, PARK LOTS, DETENTION LOTS, DRAINAGE LOTS, LANDSCAPE LOTS, OR SIMILAR LOTS), SIDEWALKS ON ARTERIAL STREETS TO WHICH ACCESS IS PROHIBITED, SIDEWALKS ON DOUBLE FRONTAGE LOTS ON THE SIDE TO WHICH ACCESS IS PROHIBITED, AND ALL SIDEWALKS ON SAFE SCHOOL ROUTES SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED.

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\5482\Survey\PLAT - SANTA RITA RANCH 7A-1

SANTA RITA RANCH PHASE 7A, SECTION 1
FINAL PLAT

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 20.896 ACRE TRACT OF LAND, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5 AND THE GEORGE W. GLASSCOCK SURVEY, ABSTRACT NUMBER 266, BOTH IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 59.909 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2023033962, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A PORTION OF A CALLED 0.027 ACRE (TRACT ONE) TRACT OF LAND AND ALL OF A CALLED 1.355 ACRE (TRACT TWO) TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2023033960, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A PORTION OF A CALLED 17.355 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2019073789, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A PORTION OF A CALLED 2.526 ACRE (TRACT TWO) TRACT OF LAND AND ALL OF A CALLED 0.102 ACRE (TRACT THREE) TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2023085782, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 20.896 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE INTERSECTION OF THE WEST LINE OF SAID 59.909 ACRE TRACT OF LAND AND THE SOUTH RIGHT-OF-WAY LINE OF CRIMSON ROSE COURT (50' R.O.W.), BEING AT THE NORTHEAST CORNER OF LOT 42, BLOCK A, SANTA RITA RANCH PHASE 1, SECTION 22, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2021160002, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHWEST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE WEST LINE OF SAID 59.909 ACRE TRACT OF LAND, OVER AND ACROSS SAID 17.355 ACRE TRACT, WITH THE EAST LINE OF SAID SANTA RITA RANCH PHASE 1, SECTION 22, AND WITH THE WEST LINE OF SAID 0.102 ACRE TRACT OF LAND, THE FOLLOWING TEN (10) COURSES AND DISTANCES, NUMBERED 1 THROUGH 10:

1) N00°58'26"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
2) N89°01'34"W, A DISTANCE OF 18.28 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
3) N00°58'26"E, A DISTANCE OF 110.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
4) N04°28'46"E, A DISTANCE OF 147.07 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
5) N07°39'38"E, A DISTANCE OF 150.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
6) N12°21'26"E, A DISTANCE OF 150.51 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
7) N17°37'33"E, A DISTANCE OF 80.30 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
8) N27°38'50"W, A DISTANCE OF 121.90 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
9) N72°22'27"W, A DISTANCE OF 191.39 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
10) N17°37'33"E, PASSING AT A DISTANCE OF 15.00 FEET A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" ON THE SOUTH RIGHT-OF-WAY LINE OF TIERRA ROSA BOULEVARD (64' R.O.W.) AT THE NORTHEAST CORNER OF LOT 17, BLOCK B, SAID SANTA RITA RANCH PHASE 1, SECTION 22, PASSING AT A DISTANCE OF 79.00 FEET A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" ON THE NORTH RIGHT-OF-WAY LINE OF SAID TIERRA ROSA BOULEVARD, BEING THE NORTHEAST CORNER OF SAID SANTA RITA RANCH PHASE 1, SECTION 22, SAME BEING THE SOUTHWEST CORNER OF SAID 0.102 ACRE TRACT OF LAND, CONTINUING FOR A TOTAL DISTANCE OF 94.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT THE NORTHWEST CORNER OF SAID 0.102 ACRE TRACT OF LAND, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE NORTH LINE OF SAID 0.102 ACRE TRACT OF LAND, OVER AND ACROSS SAID 0.027 ACRE TRACT OF LAND, WITH THE NORTH LINE OF SAID 2.526 ACRE TRACT OF LAND, AND OVER AND ACROSS A CALLED 507.772 ACRE TRACT OF LAND CONVEYED TO SRFV DEVELOPMENT, LLC. BY DEED RECORDED IN DOCUMENT NUMBER 2020153944, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE FOLLOWING FOUR (4) COURSES AND DISTANCES, NUMBERED 1 THROUGH 4:

1) S72°22'27"E, A DISTANCE OF 503.14 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
2) S78°15'34"E, A DISTANCE OF 136.70 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
3) S89°06'34"E, A DISTANCE OF 148.61 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
4) N79°34'06"E, A DISTANCE OF 67.47 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,

THENCE, OVER AND ACROSS SAID 2.526 ACRE TRACT OF LAND AND SAID 59.909 ACRE TRACT OF LAND, THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES, NUMBERED 1 THOUGH 15:

1) S09°54'48"E, A DISTANCE OF 82.64 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
2) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.58 FEET, AND A CHORD THAT BEARS S36°58'08"W, A DISTANCE OF 20.50 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
3) S06°08'56"E, A DISTANCE OF 123.36 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
4) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS S51°08'56"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
5) S06°08'56"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
6) N83°51'04"E, A DISTANCE OF 27.08 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
7) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 235.00 FEET, AN ARC LENGTH OF 62.84 FEET, AND A CHORD THAT BEARS N76°11'25"E, A DISTANCE OF 62.66 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
8) N68°31'45"E, A DISTANCE OF 31.96 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
9) S06°08'56"E, A DISTANCE OF 176.80 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
10) N54°46'55"E, A DISTANCE OF 170.49 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
11) N68°31'45"E, A DISTANCE OF 404.04 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
12) N78°05'40"E, A DISTANCE OF 147.74 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
13) S11°54'20"E, A DISTANCE OF 4.92 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
14) N78°05'40"E, A DISTANCE OF 168.12 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
15) S07°27'11"E, A DISTANCE OF 150.45 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,

METES AND BOUNDS (CONTINUED)

THENCE, WITH THE EAST LINE OF SAID 59.909 ACRE TRACT OF LAND AND OVER AND ACROSS A CALLED 810.32 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO SANTA RITA C7 INVESTMENTS, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2013061332, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 THROUGH 2:

1) S04°10'46"W, A DISTANCE OF 110.14 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
2) S37°09'51"W, A DISTANCE OF 129.83 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,

THENCE, OVER AND ACROSS SAID 59.909 ACRE TRACT OF LAND, THE FOLLOWING EIGHTEEN (18) COURSES AND DISTANCES, NUMBERED 1 THROUGH 18:

1) S85°11'26"W, A DISTANCE OF 244.46 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
2) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 390.00 FEET, AN ARC LENGTH OF 20.97 FEET, AND A CHORD THAT BEARS S03°16'09"E, A DISTANCE OF 20.97 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
3) S68°31'45"W, A DISTANCE OF 153.44 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
4) S41°41'52"W, A DISTANCE OF 144.01 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
5) S46°08'44"W, A DISTANCE OF 167.92 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
6) S61°15'04"W, A DISTANCE OF 237.24 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
7) N32°58'04"W, A DISTANCE OF 72.12 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
8) N49°36'09"W, A DISTANCE OF 341.31 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
9) N76°57'01"W, A DISTANCE OF 184.63 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
10) N82°08'39"W, A DISTANCE OF 200.36 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
11) S02°04'53"E, A DISTANCE OF 146.45 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
12) N89°01'34"W, A DISTANCE OF 1.88 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
13) S00°58'26"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
14) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 25.73 FEET, AND A CHORD THAT BEARS S41°49'39"W, A DISTANCE OF 22.69 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
15) S82°40'51"W, A DISTANCE OF 90.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
16) N07°00'53"W, A DISTANCE OF 17.32 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
17) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 21.55 FEET, AND A CHORD THAT BEARS N47°52'06"W, A DISTANCE OF 19.74 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
18) N89°01'34"W, A DISTANCE OF 15.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.896 ACRES OF LAND.

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\5482\Survey\PLAT - SANTA RITA RANCH 7A-1

SANTA RITA RANCH PHASE 7A, SECTION 1
FINAL PLAT

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

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC., OWNER OF A CALLED 59.909 ACRE TRACT OF LAND CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2023033962, A CALLED 17.355 ACRE TRACT OF LAND CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2019073789, A CALLED 1.355 ACRE TRACT OF LAND AND A 0.027 ACRE TRACT OF LAND CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2023033960, A CALLED 0.102 ACRE TRACT OF LAND AND A CALLED 2.526 ACRE TRACT OF LAND CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2023085782, ALL IN OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, AND GEORGE W. GLASSCOCK SURVEY, ABSTRACT NUMBER 266, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, AND DO HEREBY SUBDIVIDE SAID 20.896 ACRE 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,

"SANTA RITA RANCH PHASE 7A, SECTION 1"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 19 DAY OF September, 20 23.

SANTA RITA KC, LLC.
A TEXAS LIMITED PARTNERSHIP

BY: MREM TEXAS MANAGER, LLC,
A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, 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 CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 19 DAY OF October, 20 23 A.D.

_____
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

ASHLEY CUELLAR SOUSA
Notary Public, State of Texas
My Commission Expires
May 16, 2026
NOTARY ID 13376154-3

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: _____ 10/19/2023
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, ERIC JOHN DANNHEIM, 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 OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: _____ 10/19/23
ERIC JOHN DANNHEIM, R.P.L.S. NO. 6075 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
Edannheim@cbdeng.com

STATE OF TEXAS
REGISTERED
ERIC JOHN DANNHEIM
6075
PROFESSIONAL
LAND SURVEYOR

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.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: Jason Rangel
TITLE: Senior Vice President

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 20 DAY OF October, A.D., 2023.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME: Araceli Hernández
MY COMMISSION EXPIRES 6-02-2024

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2024
Notary ID 126285198

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.

_____ 11/29/2023
PAUL BRANDENBURG, CITY MANAGER DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 18 DAY OF October, 2023 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS
Cindy Bridges
PRINTED NAME

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

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, ____M., AND DULY RECORDED THIS THE____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, ____M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

SHEET NO. 4 OF 4

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\5482\Survey\PLAT - SANTA RITA RANCH 7A-1

Commissioners Court - Regular Session **46.**

Meeting Date: 12/19/2023

Resolution

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a resolution recognizing Peggy Vasquez for her 31 years of service to Williamson County upon her retirement December 29, 2023.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 08:34 AM
Form Started By: Stephanie Lloyd		Started On: 12/13/2023 04:45 PM
Final Approval Date: 12/14/2023		

State of Texas

County of Williamson

Know all men by these present

That on the 19th day of December, 2023 the Commissioners' Court of Williamson County, Texas, met in duly called session at the historic Williamson County Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following:

Resolution

WHEREAS, Peggy Vasquez began her career with Williamson County when she transitioned from legal assistant for Gene Taylor in his private law practice to his Executive Assistant when he was elected County Attorney in 1993; and

WHEREAS, Peggy Vasquez served in the capacity of Executive Assistant to the County Attorney for three consecutive terms from 1993 until September 2004; and

WHEREAS, Peggy Vasquez trained, mentored, and raised so many new attorneys, legal assistants, victim advocates, and investigators during that time; and

WHEREAS, Peggy Vasquez continued her service to the citizens of Williamson County by serving as Court Administrator in Justice of the Peace Precinct Four, Judy Hobbs' office from November 2004 until October 2006; and

WHEREAS, Peggy Vasquez then took her talents and skills and used them to serve then County Judge Dan A. Gattis as his Executive Assistant from October 2006 until July 2013; and

WHEREAS, Peggy Vasquez in July 2013 returned to where it all began rejoining the County Attorney's Office and proceeded to raise a whole new generation of attorneys, legal assistants, victim advocates, and investigators from July 2013 until December 2023; and

WHEREAS, Peggy Vasquez used all of her amazing gifts to guide and direct County Attorney Dee Hobbs, a prosecutor she helped develop during her service to Gene Taylor, as his Chief of Staff; and

WHEREAS, Peggy Vasquez was instrumental in the County Attorney's Office surviving and thriving during and after COVID 19, an unprecedented and horrifying global pandemic; and

WHEREAS, Peggy Vasquez during her time with Williamson County has served on the Texas District and County Attorney Association's Key Personnel Board improving prosecution on a statewide level and in 2015 was inducted into the Crime Victim Rights Wall of Fame for her service to victims of crime in Williamson County; and

WHEREAS, Peggy Vasquez, no matter where or how she served Williamson County she always did so with dignity, integrity, and compassion; and

WHEREAS, Peggy Vasquez is like no other before her and there can be no other like her to follow because Peggy is the warmest, kindest, most steadfast person God ever created, a true angel of blessings to all those she has touched during her career; and

WHEREAS, Peggy Vasquez has shown the path that all good public servants should walk, she will be missed tremendously by those who know her and there are so many that will never know the help they received in their moment of need from Williamson County actually came from Peggy Vasquez; now,

THEREFORE BE IT RESOLVED that the Williamson County Commissioners' Court hereby recognizes Peggy Vasquez and thanks her for her 31 years of faithful service to the Citizens of Williamson County and wish her the very best in her retirement; be it

FURTHER RESOLVED that we recognize Peggy Vasquez's accomplishments mentioned and unmentioned and realize that her wisdom, professionalism, and commitment will be missed immensely upon her retirement.

RESOLVED THIS 19TH DAY OF DECEMBER 2023.

SIGNED:

_____
Bill Gravell, County Judge

_____
Terry Cook, Commissioner Pct. 1

_____
Cynthia Long, Commissioner Pct. 2

_____
Valerie Covey, Commissioner Pct. 3

_____
Russ Boles, Commissioner Pct. 4

Meeting Date: 12/19/2023

Holiday Proclamation 2023

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a proclamation wishing everyone a joyous and safe holiday season.

Background

Hannukah

Commemorates the defeat of the Greeks by the Maccabees, and when they reclaimed the holy temple in Jerusalem, they found there was only a one-day supply of oil to light the menorah. According to the Jewish tradition, that oil lasted miraculously for 8 days. It's worth noting that Hannukah is NOT one of the high holy days for Jews.

Kwanzaa

Created in 1966, Kwanzaa is a time when families and communities come together to share a feast, to honor the ancestors, affirm the bonds between them, and to celebrate African and African American culture. It is based on 7 principles drawn from community values throughout the African continent (Swahili words)- Umoja **oo-MOH-ja** (Unity), Kujichagulia **koo-jee-chah-kah-LEE-uh** (Self-determination), Ujima **oo-JEE-muh** (Collective Work and Responsibility), Ujamaa **oo-JAH-muh** (Cooperative Economics), Nia **NEE-ah** (Purpose), Kuumba **kuh-UM-buh** (Creativity), and Imani **EE-ma-nee** (Faith). Held between Christmas and New Year's Day, a candle is lit to highlight one of the principles each day.

Bodhi Day (bow-dee)

Bodhi Day is the Buddhist holiday that commemorates the day that Gautama Buddha (Shakyamuni) is said to have attained enlightenment. There are different traditions, but all agree that on the 3rd night, Siddhartha, through meditation, found the answers he was looking for, became enlightened, and experienced Nirvana. This is when he became a Buddha. Celebrations can take many forms- meditation, study of the Dharma, chanting Buddhist texts, performing kind acts to other beings, or a traditional meal of tea, cake, and readings.

Feast Day of Our Lady Guadalupe

Celebrated in Mexico and the United States, it commemorates the day in 1531 when the Virgin Mary appeared to Juan Diego (now a saint) and asked him to go to the bishop and tell him that the Virgin Mary, Mother of God asked him to build a church on top of Tepeyac Hill. This was instrumental in spreading the Catholic Church throughout the Americas. People celebrate by going to the site, attending Mass, erecting an alter to the Virgin Mary in their homes, or shooting fireworks, and, of course, eating.

Boxing Day

Started in England during the Victorian Era (and spread throughout the commonwealth) and held on December 26, it marked the time when the upper class would box up money, goods, or leftover food and give them to their tradesmen and servants for their reliable service, in other words, holiday bonuses. In church, the alms (charity) boxes would be opened and given to the poor. Today, watching sports, shopping, and visiting friends (with a possible box with food goodies inside) rule the day.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2023 Holiday Proclamation
December Holidays Explained

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/13/2023 09:23 AM
Form Started By: Garry Brown		Started On: 12/13/2023 09:06 AM
Final Approval Date: 12/13/2023		

PROCLAMATION

WHEREAS, there are 7 major wars, defined as 10,000 or more combat-related deaths in current or past year, currently happening; and

WHEREAS, there are 14 major conflicts, defined as 1,000 to 9,999 combat-related deaths in current and past year, currently going on; and

WHEREAS, there are 23 minor conflicts, defined as 100- 999 combat-related deaths in current and past year, currently occurring; and

WHEREAS, there are 12 skirmishes and clashes that have caused fewer than 100 direct, violent deaths in the current or past calendar year; and

WHEREAS, our country continues to have multiple mass shootings every month; and

WHEREAS, the world seems to be a really scary place right now; and

WHEREAS, this holiday season encompasses Christmas, Hanukkah, Kwanzaa, Bodhi Day, Feast Day of Our Lady Guadalupe, Boxing Day, New Year's Eve, and so many more celebrations that humans across our planet embrace with hope and joy;

NOW THEREFORE BE IT PROCLAMED, that the Williamson County Commissioners Court wishes everyone a delightful and safe holiday season; and

BE IT FURTHER PROCLAMED, that working towards peace, cooperation, and understanding begins with each of us, as we move into 2024.

Passed by Commissioners Court and Signed on this date: _____

_____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court Members

Hannukah

Commemorates the defeat of the Greeks by the Maccabees, and when they reclaimed the holy temple in Jerusalem, they found there was only a one-day supply of oil to light the menorah. According to the Jewish tradition, that oil lasted miraculously for 8 days. It's worth noting that Hannukah is NOT one of the high holy days for Jews.

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Commissioners Court - Regular Session **48.**

Meeting Date: 12/19/2023

FY22 Consolidated Annual Performance Evaluation Report CAPER

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the Community Development Block Grant program's 2022 Consolidated Annual Performance and Evaluation Report (CAPER).

Background

The Consolidated Annual Performance and Evaluation Report (CAPER) is required by the U.S. Department of Housing and Urban Development (HUD) to report on the annual performance of the Williamson County FY22 Community Development Block Grant (CDBG) program. This report identifies the progress made regarding active and completed projects that have received Williamson County CDBG funds, as well as other accomplishments the County has made in meeting the objectives and priorities outlined in the five year Consolidated Plan.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY22 CAPER

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/13/2023 03:28 PM
Form Started By: Sally Bardwell		Started On: 12/13/2023 03:21 PM
Final Approval Date: 12/13/2023		

Williamson County, TX

Community Development
Consolidated Annual Performance and Evaluation Report
Fiscal Year 2022

Sally Bardwell
Williamson County Community Development
512-943-3757
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Williamson County
710 Main Street
Georgetown, TX 78626
512-943-3757

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Williamson County was awarded CDBG funds in the amount of $1,712,437 for Fiscal Year 2022 (October 1, 2022 through September 30, 2023). In accordance to the priorities identified and outlined in the County's Consolidated Plan, four social service projects, two public facilities projects, two home repair projects, and three infrastructure projects were identified for FY22 allocation. The projects serve low to moderate income areas and households throughout the County. The projects meet national goals and supports ongoing efforts in the community to address the growing population. All projects are identified as a high priorty in the Five-Year Consolidated Plan.

CDBG-CV funds in the amount of $2,283,010 will also be addressed.

The County's Strategic Plan outlines the following as high priority projects.

Public Facility and Infrastructure Improvements

- Fund non-housing community development proposals that eliminate a threat to public health and safety to include water/sewer projects, drainage projects, sidewalks, and street improvements. Fund public facility improvements that benefit low income households and persons, and persons with special needs to include senior centers, neighborhood facilities, youth centers, homeless facilities, childcare centers, parks and recreational facilities.

Increase Access to Affordable Housing

- Fund activities that expand the supply and improve the condition of housing affordable to lower income households. Fund activities that leverage other public and private resources such as Low Income Tax Credit Projects. Extend the useful life of existing affordable housing through weatherization, repair, and rehabilitation programs.

Decrease Homelessness

- Provide funds to support shelter operations and transitional housing. Provide funding to increase permanent supportive housing opportunities and work to create a stronger network of providers of supportive and mainstream services to homeless clients.

Public Services

- Fund projects that provide supportive services to low and moderate income household as well as persons with special needs. Support efforts to develop a regional social service collaborative to coordinate the work of social service organizations, disseminate news and information, and eliminate duplication of effort.

Affirmatively Further Fair Housing

- Support improved access to community resources. Continue to operate in compliance with protected class definitions found in federal regulations.

The Consolidated Annual Performance and Evaluation Report (CAPER) is required by the U.S. Department of Housing and Urban Development (HUD) to report on the annual performance of the Williamson County FY22 CDBG program. This report identifies the progress made regarding active projects and those projects that have been completed that received Williamson County funds, as well as other accomplishments the County has made in meeting the objectives and priorities outlined in the five year Consolidated Plan. Project progress can be found in the attachment section of this document. See FY22 Funded Project Information, Previously Funded Project Information and CDBG-CV Cares funding.

It is required that this report be available for review for a minimum of 15 days. The review period was December 4 – December 18, 2023. A public hearing was held on December 12, 2023.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Rental Housing	Affordable Housing Public Housing	CDBG: $	Rental units rehabilitated	Household Housing Unit	174	41	23.56%			
Fair Housing Activities	Fair Housing Activities	CDBG: $	Other	Other	1	0	0.00%			
Home-ownership Assistance	Affordable Housing	CDBG: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		25	0	0.00%
Home-ownership Assistance	Affordable Housing	CDBG: $	Homeowner Housing Added	Household Housing Unit	10	0	0.00%	12	0	0.00%
Home-ownership Assistance	Affordable Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	0	0				
Housing Rehabilitation	Affordable Housing Public Housing	CDBG: $	Rental units rehabilitated	Household Housing Unit	0	10		130	26	20.00%
Housing Rehabilitation	Affordable Housing Public Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	125	55	44.00%	40	24	60.00%
Housing Rehabilitation	Affordable Housing Public Housing	CDBG: $	Housing for Homeless added	Household Housing Unit	0	0				

Housing Rehabilitation	Affordable Housing Public Housing	CDBG: $	Housing for People with HIV/AIDS added	Household Housing Unit	0	0				
Improve public facilities	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	40950	13024	31.80%	1815	680	37.47%
Improve public facilities	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				
Improve public facilities	Non-Housing Community Development	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	0				
Improve public facilities	Non-Housing Community Development	CDBG: $	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0				
Improve public infrastructure	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	800	5636	704.50%			
Planning and Administration	Administration and Planning	CDBG: $	Other	Other	1	1	100.00%	1	1	100.00%
Provide housing/services to the homeless/at risk	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	71	71.00%			

Provide housing/services to the homeless/at risk	Non-Housing Community Development	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	40				
Provide housing/services to the homeless/at risk	Non-Housing Community Development	CDBG: $	Homelessness Prevention	Persons Assisted	0	25				
Provide public services	Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	450	1180	262.22%	175	89	50.86%
Provide public services	Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	8				
Provide public services	Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Other	Other	1	0	0.00%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan,

giving special attention to the highest priority activities identified.

All activities funded are identified as High Priority projects. Please see attached documents outlining projects funded and progress in 2022 (FY22 Funded Project Information, Previously Funded Project Information and CDBG-CV Cares funding).

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	116
Black or African American	39
Asian	8
American Indian or American Native	2
Native Hawaiian or Other Pacific Islander	1
Total	**166**
Hispanic	71
Not Hispanic	95

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Numbers in Table 2 of CR-10 represent the numbers for the following projects:

Habitat for Humanity Home Repair

Georgetown Home Repair

Key2Free

Granger Housing Authority

Georgetown Housing Authority

Sacred Heart

The chart does not represent those identified as other. One indiviual identified as Other.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,712,437	939,955

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CDBG Participating Cities + Unincorporated Areas of County			
City of Georgetown			
City of Granger			
City of Leander			
City of Taylor			
Countywide			

Table 4 – Identify the geographic distribution and location of investments

Narrative

Percent of CDBG funds allocated to each project:

Habitat for Humanity Home Repair 8.75%

Georgetown Home Repair 8.75%

Helping Hands of Georgetown/Food Pantry 1.75%

Key2Free 4.56%

Impact Counseling 2.9%

Granger Water Project 5.6%

Georgetown Housing Authority 17.5%

Georgetown 21st Street Project 7.1%

Granger Housing Authority 7.1%

Hutto Resource Center 2.9%

Jarrell Water Project 20.3%

Administration 12.7%

Williamson County does not allocate CDBG funds based on identified target areas. The County receives applications for funding from participating cities and local organizations for projects that fit within the County's priorities. Applications are reviewed by the Community Development Administrator who then makes a recommendation to Commissioners Court based on need and funding allocation. Commissioners Court reviews the recommendation and either approves or requests modifications.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Mathcing funds are not required in the CDBG program.

The following are leveraged funds per FY22 project. Sources include private, local, state, other federal funds.

Habitat for Humanity Home Repair $265,000 Local and Grant Funding

Key2Free $547,400 Local and Grant Funding

Impact Counseling $800,586 Local and Grant Funding

Granger Water Project $10,000 General Fund

Georgetown Housing Authority $338,820 Local and Grant Funding

Jarrell Water Project $10,000 General Fund

Williamson County does not use publicly owned land or property to address identified needs. Williamson County does not receive HOME or ESG funds.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	6
Number of Non-Homeless households to be provided affordable housing units	195	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**195**	**6**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	25	0
Number of households supported through The Production of New Units	12	0
Number of households supported through Rehab of Existing Units	170	78
Number of households supported through Acquisition of Existing Units	0	0
Total	**207**	**78**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The homeless poplulation was supported by Key2Free (6 clients). Granger Housing Authority rehabbed 34 units and Georgetown Housing Authority rehabbed 20. Habitat for Humanity rehabbed 16 homes and Georgetown rehabbed 8 homes during FY22.

A second Georgetown Housing Authority project is still in progress as is the Habitat and Georgetown Housing Rehab projects. Habitat for Humanity is working with Georgetown to complete infrastructure

for the 12 new housing units proposed. Non-Homeless will be addressed by Helping Hands of Georgetown, Key2Free, Impact Counseling, The Crisis Center and the Hutto Resource Center. These programs are late starting because of the substantial amendment needed to fund the projects.

Discuss how these outcomes will impact future annual action plans.

The success of these programs has been instrumental in assisting low-mod income households to remain in their homes and thus prevent homelessness. It is expected that these programs will continue.

The CDBG office meets with the homelessness coalition to discuss options to increase affordable housing to low-mod income families.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	68	0
Low-income	4	0
Moderate-income	6	0
Total	**78**	**0**

Table 7 – Number of Households Served

Narrative Information

The Habitat Home Repair program assisted 16 families with its rehab program. Three are moderate income, four are low income and nine are extremely low income. The Geogetown Home Repair program assisted 8 households. Five households are extremely low, one is moderate income and two are very low income. The Georgetown Housing Authority rehabbed it's facility. In FY21, 57 households have returned to updated homes. An additional 20 extremely low income households have been assisted. The Granger Housing Authority has rehabbed 34 units. All households are extremely low income.

Key2Free assisted six new homeless individuals in FY22.

The county continues to work with the Taylor Housing Authority in its down payment assistance program. Unfortunately, the costs associated with home ownership in Williamson County has increased, making it difficult to identify eligible clients. In FY21, one low income client was assisted with home ownership. No assistance was provided in FY22.

The local Housing Authorities provide affordable housing to low income individuals and families. The number of units available is greatly out numbered by the number of those in need. Families and individuals are encouraged to contact local organizations for rental assistance and other needs.

Worst case needs are address through the Habitat for Humanity and Georgetown home repair programs. These programs allow for the repair of homes so that low-income residents can remain housed in homes that are no longer substandard. The Granger Housing Authority and the Georgetown Housing Authority completed rehab projects on their facilities, which house extremely low income residents. Key2Free assists homeless individuals with obtaining temporary and permanent housing.

In an effort to maintain affordable housing, Habitat for Humanity and Georgetown home repair programs are funded to ensure that homes of low income individuals are repaired and that they can remain housed. Both the Granger and Georgetown Housing Authorities have rehabbed units for low income residents, also ensuring that individuals remain housed. Habitat for Humanity receives funding to purchase land for affordable housing.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Georgetown Housing Authority rehabilitation project repaired housing for twenty extremely low income households.

Habitat Home Repair program assisted 16 households in FY22, allowing individuals to remain in their homes and avoid homelessness. The Georgetown Home Repair program assisted 8 households in FY22.

The County supports the efforts of the Balance of State Continuum of Care (CoC) to simplify and broaden outreach and assessment efforts for homeless persons in Williamson County. The Continuum works to create a better communication system for service providers to stay in contact with both schools and hospitals to avoid homeless persons (or those at risk of homelessness) from falling through the cracks of the system. As part of the annual point-in-time count, the CoC conducts outreach. Not only are homeless people counted, particularly unsheltered persons, but representatives from various agencies are available to answer questions and provide information about available resources.

The County continues to support local social service agencies, such as Capital Idea, San Gabriel Crisis Service Center, Bluebonnet Trails, MHMR and the Georgetown Project that provide a wide array of support services for homeless persons. Examples of support include, but are not limited to, employees serving as board members, collaboration during special projects, and public recognition of services provided.

Another organization addressing homelessness is the Georgetown Project. The Georgetown Project opened the NEST in 2011 as an outreach to Georgetown ISD teens in 9th-12thgrade that were homeless or living in transition. The NEST Program now includes The NEST Host Home, an overnight safe haven for youth living in transition, and The NEST Empowerment Center, an after school safe haven for all Georgetown ISD high school teens who are in need of free resources.

Bluebonnet Trails provides Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus will be on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First will also help individuals access employment, psychiatric and primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed.

Key2Free was funded in FY19. The program assisted six new low income homeless individuals in FY22 and had 87 individual encounters. The program provides clinical, medical and dental services to victims of human trafficking.

Williamson County Commissioners approved a proclamation designating November 11 -18, 2023 as National Hunger and Homeless Awareness Week in Williamson County. The Williamson County Homeless Coalition hosted a Homeless Awareness event to assist the community in learning about homelessness in Williamson County. This was also an opportunity to learn about different programs that assist the homeless community.

Addressing the emergency shelter and transitional housing needs of homeless persons

The CDBG Program Adminstrator participates in the Williamson County Homeless Coalition. The coalition is made up of local organizations who assist the homeless. The group meets to discuss how better to address the homeless population in Williamson County. The County also funds Bluebonnet Trails,Key2Free and the Crisis Center. These organizations work directly with the homeless population and assist with transitional housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Georgetown Housing Authority utilized funding to rehabilitate existing units. This project is complete. The rehabilitation of these units allows the extremely low income households to remain housed, ultimately, preventing homelessness.

Habitat Home Repair program has assisted 16 low income households with repairs that allow them to remain housed. The Georgetown Home Repair program assisted 8 in FY22.

Bluebonnet Trails Community Services has several programs. The Mobile Crisis Outreach Team (MCOT) is made up of an array of qualified and highly trained mental health professionals who are available for immediate response 24 hours a day, 7 days a week throughout 8 counties. MCOT services focus on providing timely crisis assessments and development of a plan to resolve the crisis. MCOT provides services where the crisis is taking place and provides housing assistance to victims of domestic violence.

Bluebonnet Trails offers a Diversion Center to provide triage and 23-48 hour observation services to those in crisis. The unit provides services to individuals residing in Bastrop, Burnet, Caldwell, Fayette, Gonzales, Guadalupe, Lee, and Williamson Counties. The Diversion Center offers voluntary and involuntary admission for individuals in crisis who need short-term care to achieve stabilization. Once

admitted, individuals are seen by a doctor within the first hour to ensure appropriate medications are provided. Licensed nurses monitor symptoms and provide support 24/7. Up to 48 hours of care is offered, working with the individual to fulfill a step-down care plan to decrease the need for inpatient hospitalization.

The Crisis Respite Units (CRU) have a 16-bed CRU located in Georgetown, TX, and a 10-bed Seguin CRU located in Seguin, TX. Both operate 24 hours a day, 7 days a week. The primary objective of crisis respite services is crisis stabilization and resolution for the participant or the participant's family/caregiver. Staff assists individuals in crisis, through assessments and evaluations to determine the most suitable care plan for recovery. Respite services include linking to resources, skills training, group therapy, and psychiatric stabilization for individuals to return back to their community successfully. The length of stay is determined by need and can be as little as a few hours or as long as 14 days or more.

The Crisis Center provides housing assistance to victims of domestic violence.

Williamson County has a community resources website that allows people to search online for needed resources such as health care, mental health services, housing, food, and other community resources. The Williamson County Community Resources website was designed to empower residents with information about resources in the Williamson County area so that they can connect with available services. Residents can go to www.wilco.org/communityresources and enter their zip code to search for services near their location. All searches are confidential.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The CDBG Program Adminstrator participated in the Williamson County Homeless Coalition. The coalition is made up of local organizations who assist the homeless. The group meets to discuss how better to address the homeless population in Williamson County.

The Balance of State CoC works to ensure that homeless individuals make the transition to permanent housing and independent living, is prioritizing safe and stable housing and making affordable housing options more accessible to homeless individuals. Many homeless that struggle to transition into permanent housing and independent living suffer from mental illness and substance addiction. Recent trends through the Homeless Prevention and Rapid Re-housing program and Housing First model prioritize placing homeless individuals and families in permanent housing quickly, and then linking them to supportive services in the community. Williamson County continues to support local organizations, such as the Georgetown Project to assist homeless youth with transitional and permanent housing. This is done through Williamson County Juvenile Services.

Williamson Burnet County Oppotunities (WBCO) provides services such emergency assistance, headstart, case management to transition out of poverty, adult education program for job skills, and rapid re-housing program.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Williamson County's public housing authorities continue to seek additional funding to address public housing needs and apply for additional housing choice vouchers when available. Lack of funding is a barrier in addressing public housing needs and has created lengthy waiting lists and long waiting periods to be housed. Housing authorities continue to provide housing assistance and social service needs to residents and maintain efforts to implement more programs if funding allows.

The Georgetown Public Housing Authority manages Shady Oaks Apartments and Stonehaven Apartments. The Shady Oaks Apartments are Section 8 and offer 60 duplex apartments to qualified residents. The Stonehaven Apartments are public housing and offer 158 housing units to qualified residents. The Georgetown Housing Authority also manages a Section 8 (Housing Choice Voucher) program.

The Georgetown Housing Authority also provides a Family Self Sufficiency Program which is a HUD program that encourages communities to develop local strategies to help families obtain employment that will lead to economic independence and self-sufficiency. They work with welfare agencies, schools, businesses, and other local partners to develop a comprehensive program that gives participating FSS family members the skills and experience to assist them in obtaining employment that pays a living wage and hopefully, enable them to live without any form of public assistance.

The Taylor Housing Authority owns and manages the Mary Olson property and the Avery property. These properties are public housing facilities and offer 46 units and 70 units respectively. The Taylor Housing Authority also administers a Section 8 Housing Choice Voucher program that assists approximately 142 families. The Voucher program is a rental subsidy program where families choose where they want to live (based on certain stipulations) and the rental subsidy is paid to the landlord. The Taylor Housing Authority also administers 3-year housing vouchers for those exiting the foster care system.

The Taylor Housing Autorhity was awarded $100,000 in CDBG funds for their Home Ownership Program to assist income eligible families with purchasing a home. Three families have been assisted to date (one in FY21). The down payment assistance available to families was increased in an effort to make home purchases affordable to income qualified households.

The Granger Housing Authority operates and manages 26 units available to qualified residents.

Williamson County works with the Georgetown Housing Authority to conduct required reviews and approvals in order for the Housing Authority to receive federal funding. All Housing Authorities are invited to participate in the development of the annuall action plan and the 5-year consolidated plan. The Williamson County CDBG office assists, as requested, the housing authorities with funding

options and any other needs.

The Granger Housing Authority completed rehab of 34 units utilizing CDBG funds. Projects included updated ventaliation and AC systems. The Georgetown Housing Authority utlized CDBG funds for rehab of 134 units. This project is complete. The renovations allow for improved housing for low income households.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Williamson County does not use CDBG funding directly to encourage public housing residents to become involved in management and to participate in homeownership activities. However, the County encourages the local public housing authorities to continue its current programs and collaborate with other agencies that assist with homeownership. The local Housing Authorities have Resident Commissions on their boards in an effort to encourage participation. Also, all documents requiring public review are provided to local housing authorities.

Actions taken to provide assistance to troubled PHAs

Georgetown Housing Authority, Round Rock Housing Authority, Taylor Housing Authority, and Granger Housing Authority are all standard performers and not considered troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Barriers to affordable housing can encompass a wide array of aspects, to include but not limited to banking, finance, and insurance industry regulations, socio-economic situations, neighborhood conditions, and public policy legislation and fair housing enforcement. The County will continue to work with nonprofit agencies in the community to remove or ameliorate the negative effects (if any) of public policies that serve as barriers to affordable housing.

The County continues to increase partnerships with local units of government to ensure equitable zoning practices as they relate to fair housing and the development of affordable housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The major obstacle to meeting all of the identified needs is the lack of funding resources. Typically, applicant request amounts are much higher than the entitlement amount which further escalates the budgetary constraints in meeting the undeserved needs. However, the County continues to partner, when feasible, with other nonprofit organizations to leverage the County's CDBG allocation.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

To the greatest extent practicable, Williamson County works with local agencies to help eliminate the hazard of lead poisoning due to the presence of lead based paint. The County also disseminates information on lead based paint hazards to CDBG subrecipients who receive entitlement funds for housing activities where lead based paint may be an issue.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The County will continue to combat the number of poverty-level families by supporting incentives to attract, retain, and expand businesses, advocate for improved employment-affordable housing options and support organizations and programs that provide job training, education, and placement services.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Williamson County continues to work with various local agencies to ensure that services offered through entitlement grant programs receive maximum amounts of exposure and benefit. These programs are carried out through oversight by the Williamson County Community Development Administrator in which work will be conducted through the issuance of sub-recipient agreements.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

While Williamson County has limited resources to address the priorities identified, the County continues to seek partnerships and establish cooperative working relationships to leverage its annual CDBG allocations. This typically comes in the form of matching city funds or other grant funds (which are not required).

The Williamson County Homless Coalition hosted a Homelessness Event to bring awareness to the homeless and programs that can assist them. Williamson County Commissioners Court proclaimed November 11-18, 2023 as National Hunger and Homelessness Awareness Week. The proclamation encourages all citizens to recongnize that many people do not have housing and need support for residents and private/public non profit service entities alike.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The Central Texas Fair Housing Assessment was completed in 2019.

Williamson County participates in the Williamson County Homelessness Coalition. The Coalition meets monthly to gather information on the homelessness population, affordable housing and other needs of the low income population.

Identified Impediments to Fair Housing:

City and county capacity for addressing fair housing challenges is limited.

The harm caused by segregation is manifested in disproportionate

housing needs and differences in economic opportunity.

Affordable rental options in the region are increasingly limited.

Stricter rental policies further limit options.

Disparities in the ability to access homeownership.

State regulations and zoning and land use limit housing choice.

Educational Inequities persist in the region.

Public transportation access has not kept up with growth.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Community Development Administrator uses monthly progress reports submitted by each project to identify any problems or potential problems. Contact with each project manager assists in ensuring that projects are progressing, following appropriate regulations and utilizing CDBG funds efficiently and effectively. The Community Development Administrator also conducts meetings and/or communicates via email and phone with project managers regarding specifics of projects.

The Community Development Administrator conducts desk monitorings of each project to ensure compliance and progression. Monitorings are ongoing as Williamson County requires all documents to support progress, payment, and reports to be submitted. If file documentation is not submitted, the County will not process payment to a project.

Meeting with representatives from the projects ensures that regulations are being followed. The Community Development Administrator provides HUD guidance, County forms, labor forms and Davis Bacon information, and information on how to access funds.

The Community Development Administrator works closely with the Williamson County Auditors office in an effort to ensure appropriate and accurate financial documents are submitted for payment and that funds are spent in a timely manner. The Community Development Administrator and Grants Accountant work closely to improve procedures and to make certain that current procedures are efficient and adequate. All documents submitted with draw requests are thoroughly examined by the Community Development Administrator to ensure funding is being expended on eligible expenses and that funds are being utilized efficiently. Signatures by the CDBG office, County Judge and the Auditor's office are required and identified on all payment requests.

The subrecipient agreements includes a section addressing women and minority-owned business enterprises. The section reads:

Subrecipient will use its best efforts to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Agreement.

CDBG-CV funded projects are monitored under the same guidelines as currect CDBG projects. All payment requests are reviewed by the CDBG administrator for eligibility prior to processing. Inelgible payment requests will not be paid by the CDBG office. Personal files are held by the agencies administering the programs and are available review upon request.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

All notices are published in local newspapers in English and Spanish to inform citizens of public comment periods and public meetings. A 15 day comment period, December 4 – December 18, 2023, was provided during the CAPER process. No comments were received. A public hearing was held on December 13, 2023. Public meetings are held in conjunction with each phase of the CDBG program to allow for citizen input.

Williamson County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications are provided upon request. Reasonable accommodations for people with disabilities and for non-English speaking populations are made upon request and as appropriate.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No changes have been made to the Williamson County CDBG program.

Williamson County does not have an existing Section 108 guaranteed loan program.

There were no situations where non-coronavirus activities were affected or defunded because of the coronavirus.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

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No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	11	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

Funding for FY22
Community Development Block Grant
Allocation $1,712,437

Habitat for Humanity of Williamson County Home Repair Program
Activity 135
Project will assist approximately twenty eligible households who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. Project is underway.
FY22: $150,000
CDBG Funds Utilized to Date: $136,795.86
Income Qualified Households

City of Georgetown Home Repair Program
Project will assist approximately twenty eligible households who are in need of home repairs within Georgetown city limits, including the San Jose and TRG neighborhoods. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. Program is utilizing prior funding.
FY22: $150,000
CDBG Funds Utilized to Date: $0
Income Qualified Households

Helping Hands of Georgetown/Social Service Food Pantry
Food pantry services to qualified clients. Action Plan amended to include project. New management to begin program.
FY22: $30,000
CDBG Funds Utilized to Date: $0
Limited Clientele, Location and Nature

Key2Free/Social Service Medical Services
Medical, psychiatric, therapeutic, case management and rental assistance for victims of human trafficking. Action Plan amended to include project.
FY22: $78,200
CDBG Funds Utilized to Date: $0
Limited Clientele

Impact Counseling Services/Social Service
Provide individual and group therapy, small and large group presentations, crises intervention, psychiatric care, medication monitoring and family therapy to participating schools in Eastern Williamson County. Funding will allow the program to maintain and potentially increase the number of clients served. Program under new management and is underway.
FY22: $50,000
CDBG Funds Utilized to Date: $0
Limited Clientele

City of Granger Water System Improvements
Activity 134
Project to include the survey of water assets, modeling of water distribution system, and installation of 12-inch and 8-inch water lines. Locations within Granger to be determined. This is for engineering only and is approaching completion.
FY22: $96,000
CDBG Funds Utilized to Date: $82,100
Census Tract 213 (Block Groups 2 and 3)
Percent Low-Mod: 50.50%
Percent Minority: 39.51%

Georgetown Housing Authority
Project amended and recently approved. Updated project description:
Project will rehabilitate 104 units at Stonehaven Public Housing with required electrical upgrades. Including but not limited to, provide and install new meter bases, new meters, and new main disconnect switches at the service entry to each dwelling unit. Provide and install new copper ground wire and rod at each service to comply with current code. Upgrade any existing ungrounded circuits to three-wire grounded circuits. Extend larger service wiring from new meter base to the existing location of the load center (breaker panel) inside the unit. Provide and install a new 100-amp (or larger) load center in units where there is presently a 70-amp load center, complete with all new circuit breakers for existing circuits. Replace all switches and plugs. Install GFCI's. Replace riser pipes to meter cans. Install smoke detectors in bedrooms. Replacement of Exterior pad-mounted fused distribution panels. Upgrade the exterior pad-mounted fused distribution panels adjacent to pad-mounted transformers. In addition, some of the conduits entering the panels on pad-mounted transformers and into metering enclosures were observed to be corroded and exposes conductors to unauthorized personnel. The external metal service entrance conduits need to be grounded at the panels and conduit needs to be reworked. Improvements to HVAC system and removing gas heaters.
FY21: $330,000
FY22: $300,000
CDBG Funds Utilized to Date: $0
100% Low Mod

Georgetown 21st Street Project
Activity 113
Design and construct a water and wastewater line for Shepherd's Village, a 12 unit condominium development of homes located at 502 W 21st Street, Georgetown to be sold to potential homeowner's earning between 60 to 80% of the Area Median Income. Project is nearing completion.
FY20: $97,000
FY22: $121,712
CDBG Funds Utilized to Date: $40,872.40
Income Qualified Households

Granger Housing Authority Rehab
Electrical and furnace improvements to support central air conditioning installation. Project located at the Granger Housing Authority. Project is moving forward with obtaining cost analysis information.
FY22: $121,330
CDBG Funds Utilized to Date: $0
100% Low Mod

Hutto Resource Center/Social Service Mortgage Assistance
The Hutto Resource Center will provide rental and mortgage assistance to those in need in Hutto or within the Hutto ISD attendance zone. Program under new management. Program details are requirements are being determined.
FY22: $50,000
CDBG Funds Utilized to Date: $0
Income Qualified Households

Jarrell Water System Improvements
Installation of up to 2,100 linear feet of 16-in PVC C900 water line, 4 fire hydrants, and 2 gate valves. The service area is residences along CR 305, bounded by CR 307 to the east and up to CR 396 to the west, including the Double Creek Estates subdivision and Jarrell Memorial Park in Jarrell TX. Project will combine funds with remaining funds from a completed CDBG project. And amendment will be completed once the final dollar amount is confirmed.
FY22: $347,195
CDBG Funds Utilized to Date: $0
Census Tract 216.03 (Block Group 2)
Percent Low-Mod: 50.74%
Percent Minority: 25.3%

Program Administration
Activity 133
FY22: $218,000
CDBG Funds Utilized to Date: $144,031.42

Previously Funded Project Information

Habitat for Humanity of Williamson County Home Repair Program
Activity 123
Accomplishments: Project will assist approximately ten eligible homeowners who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. This is the final time this project will be reported in a CAPER.
FY21 $150,000
CDBG Funds Utilized to Date: $150,000
25 Income Qualified Households

City of Georgetown Home Repair Program
Activity 124
Accomplishments: Project will assist approximately fifteen eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. Project is underway.
FY21 $100,000
CDBG Funds Utilized to Date: $63,540.18
Income Qualified Households

Granger Colorado Street Wastewater Line Replacement
Activity 89
Accomplishments: Accomplishments: Replacement of existing 8 inch clay wastewater line with new PVC wastewater line and associated manholes. Project to include the repair of asphalt streets and concrete sidewalks and will take place on Colorado Street south of FM917 to East Mesquite, Colorado Street north of FM971 to East Ash, east on East Ash Street to North Alligator Road, north on Mustang Street from East Ash Street to before East Walnut. Engineering funded in 2018 is complete. Construction portion of the project was funded in 2021. This project is being combined with a larger ARPA funded project. Final environmental reviews and requirements are being completed.
FY18 $55,400
FY21 $344,050
CDBG Funds Utilized to Date: $55,400
Census Tract 213 (Block Groups 2 and 3)
Percent Low-Mod: 50.50%
Percent Minority: 39.51%

Liberty Hill Sidewalk Project
Activity 131
Accomplishments: Design and installation of approximately 5800 linear feet of sidewalk with ADA accessible curb ramps at street intersections, and erosion and sedimentation control during and immediately after construction. Project will also include approximately 3600 linear feet of drainage improvements to mitigate existing drainage issues. Project will be located on portions of Hillcrest Lane

and Loop 332 and on Lynn Lane, Panther Path and Barrington Drive. Engineering and design are underway for this project. Delayed due to new city management for this project. Construction to begin early 2024.
FY21 $488,000
CDBG Funds Utilized to Date: $0
Low Mod Area determined by survey

Jarrell Water System Improvements
Activity 127
Accomplishments: Installation of 16" water line including valves, fittings and fire hydrants. Work to be completed on 1st Street, between Avenue I and Avenue E in Jarrell TX. Engineering complete. Construction is complete. Final payments are being processed. Remaining funds to be reallocated to another Jarrell project.
FY21 $467,000
CDBG Funds Utilized to Date: $227,895.46
Census Tract 216.03 (Block Group 2)
Percent Low-Mod: 50.74%
Percent Minority: 25.3%

Habitat for Humanity 21st Street Project
Activity 112
Accomplishments: Site development engineering and architectural design and construction documents for the development of 6-12 for sale workforce units developed at 502 W. 21st Street, Georgetown TX. Engineering and planning are complete. Construction is underway through the City of Georgetown. Project is nearing completion.
FY20 $133,500
CDBG Funds Utilized to Date: $116,927.00
Income Qualified Households

Jarrell Water System Improvements
Activity 114
Accomplishments: Installation of approximately 2400 feet of 12" water line including valves, fittings and fire hydrants. Work to be completed on East Avenue A, between North 2nd Street and North 10th Street in Jarrell TX. Agreement in place. Engineering and planning are complete. Construction is complete. This is the final time this project will be reported in a CAPER.
FY20 $355,520
CDBG Funds Utilized to Date: $355,520
Census Tract 216.03 (Block Group 2)
Percent Low-Mod: 50.74%
Percent Minority: 25.3%

City of Taylor Water System Improvements Old Coupland Road
Activity 115
Accomplishments: Funding for engineering and planning for water project. Project is underway.
FY20 $160,000
CDBG Funds Utilized to Date: $83,276.27
Census Tract 210 (Block Group 2)

Percent Low-Mod: 70%
Percent Minority: 81.34%
Williamson County Crisis Center dba Hope Alliance/Social Service Transitional Housing
Activity 111
Accomplishments: CDBG funds will be utilized to offer financial assistance to survivors of domestic violence participating in other life-saving services offered by Hope Alliance. Assistance would be provided in the form of monies paid directly to landlords and utility companies. Financial assistance would be provided for items such as deposits, rent, and utilities.
This assistance will allow survivors to remain in their current safe housing or obtain new housing after fleeing from unsafe, abusive, and violent environments.
Program delayed in getting started. Will begin early 2024.
FY20 $35,000
CDBG Funds Utilized to Date: $0
Limited Clientele

Taylor Housing Authority Home Ownership Program
Activity 79
Accomplishments: Down payment assistance was provided to one low income family in 2017 and one low income family in 2018. Homes are located in Taylor TX. 2019: $20,000 committed to a homebuyer who is purchased a Habitat home. 2021: $20,000 utilized by income eligible household. The remaining funds have not been committed to date.
FY16 $100,000
CDBG Funds Utilized to Date: $75,000
Percent Low-Mod: 100%
Percent Minority: 100%

City of Granger Sewer Project
Activity 80
Accomplishments: Replacement of existing lift station located on Roswell Avenue with a prepackaged lift station. Project will include replacement of forcemain and gravity line relocation, and associated project incidentals. Engineering for the project is complete. Completion of easement documentation and engineering is underway. Due to unexpected costs incurred by the City of Granger caused by a major water leak, the original design of the project had to be redesigned and rebid. Project is underway . This project is being combined with a larger ARPA funded project. Final environmental reviews and requirements are being completed.
FY17 $294,350
CDBG Funds Utilized to Date: $44,501.31
Census Tract 213 (Block Groups 2 and 3)
Percent Low-Mod: 49.83%
Percent Minority: 39.51%

Georgetown Housing Authority FY18
Activity 92
Accomplishments: Modernization of 134 dwelling buildings, office/community building, management/maintenance buildings, gazebos and fences. Rehab of entries by removing deteriorated wood on fascia boards, trim, soffits, wood siding, wood fencing and paint exterior surfaces. Project to take place at the Georgetown Housing Authority Stonehaven location. 2019: Stonehaven Apartments

experiences critical levels of persistent sewage back-up within its dwelling units. Old, corroding and disintegrating sanitary sewer lines are continually failing, creating sewage blockage and subsequent back-ups into the residential units. It has also been discovered through testing by Terracon Consultants, Inc. that asbestos exists within the VCT flooring and adhesive, the undercoating of the kitchen sinks and the drywall. The asbestos materials will be significantly disturbed while remedying the sewage issues, therefore will need to be abated in accordance with the National Emission Standards for Hazardous Air Pollutants, 40 CFR Part 61, Subpart M, Asbestos, Demolitions and Renovations. Project is complete. This is the final time this project will be reported in a CAPER.
FY18 $282,603
FY19 $300,000
CDBG Funds Utilized to Date: $582,603
Housing Authority Rehab 100% low-mod

The Key2Free/Social Service
Activity 95
Accomplishments: Provide clinical, medical and dental services to victims of human trafficking. Program assisted seven new clients and had 160 encounters in FY19. Program assisted 9 new clients and had 197 encounters in FY20. Program assisted 8 new clients and had 99 encounters in FY21. In FY22, program assisted 6 new clients and had 87 encounters.
FY19 $59,000
CDBG Funds Utilized to Date: $48,865.19
Percent Low-Mod: Limited Clientele

Williamson County CDBG-CV CARES Funding

$939,026 and $1,343,984

Taylor Water Project/Repair Water lines: $800,000

Tieback: Acquisition, construction, reconstruction or installation of public works, facilities and site or other improvements. Construct a public improvement, such as extending broadband infrastructure in an underserved area or reconstructing degraded water lines, to support tele-school and telemedicine and to ensure potable water to homes, schools, and health providers. Engineering and planning are nearing completion. Project is underway.
CDBG Funds Utilized to Date: $280,182.96

Granger Housing Authority/Install Central Air: $157,000

Tieback: Rehabilitation of buildings and improvements (including interim assistance). Rehabilitate a commercial building or public facility such as a school building to improve indoor air quality and ventilation to improve public health and prevent spread of coronavirus by replacing the HVAC and other building systems or to add operable windows and other improvements that could ensure the building's continued usefulness during an outbreak.
Project is complete. Twenty-six units rehabbed. This is the final time this project will be reported in a CAPER.
CDBG Funds Utilized to Date: $143,834.78

Habitat for Humanity/Land Acquisition to build affordable housing: $636,000

Tieback: Acquisition of property for housing. Respond to residential over-crowding associated with coronavirus spread and with more severe coronavirus disease and poorer post-COVID health outcomes by acquiring property for new construction of affordable housing funded from another source. Two have been purchased for affordable housing. Additional properties are being identified.
CDBG Funds Utilized to Date: $352,795.26

Sacred Heart/Medical care for low income: $640,000

Tieback: Provide testing, diagnosis, vaccination, or other health services to low/mod person at a mobile location. The clinic has provided 1,011 appointments for low-income individuals throughout the County in FY21. In FY22, 83 new patients were assisted and 1403 appointments were provided to new and established patients.
CDBG Funds Utilized to Date: $262,175.75

Program Administration: $50,010
CDBG Funds Utilized to Date: $12,368.41

Commissioners Court - Regular Session **49.**

Meeting Date: 12/19/2023

ARPA Update and Projects

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the American Rescue Plan Act (ARPA) program update and projects.

Background

Bluebonnet Trails Community Services, the Williamson County and Cities, Health District and the County have worked with community stakeholders and partners throughout the county to identify community health needs in Williamson County and the resources needed to meet them. From information gathered, the Community Health Assessment (CHA) is prepared. The CHA is attached for reference. The CHA, with identified needs, is then used to create the Community Health Improvement Plan (CHIP). The CHIP (also attached) identifies the top health priorities for Williamson County, along with a three-year plan that includes formulated goals, objectives, strategies and action steps that will help tackle the most pressing issues identifed in the CHA. In the 2023-2025 CHIP, the top health priorites identified were: Access to Healthcare, Chronic Disease and Contributing Risk Factors, Mental Health and Well-being and Social and Structural Determinants of Health. Mental Health and Well-being has been a top priority of the county for many years. The proposed projects will help meet the identified needs and goals in the CHA and CHIP.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ARPA Projects

BTCS Strategic Plan

Community Health Assessment

Community Health Improvement Plan_ Complete

Adult and Youth Task Force CHIP Plans_ Specific

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 11:48 AM
Form Started By: Pierce Kathy		Started On: 12/14/2023 10:28 AM
Final Approval Date: 12/14/2023		

ARPA Proposed Projects - December 2023

Project/Service Provider	Category of Funding	Purpose	Description of Funding	Location	Impact -Number Served with Funding	Funding 2024
Meal Delivery to Elderly & Head Start Children - Opportunities of Willaimson & Burnet Counties	**2: Negative Economic Impacts** - Assistance to Non-Profits - 2.34	The elderly population continues to grow, as does the need for Meals on Wheels. Keeping seniors and at-risk children fed, increases seniors' ability to live indepently and children to be successful in school.	Opportunities is in need of a van to transport meals to seniors in some areas and to Head Start children. Meals will be delived from the congregate kitchen in Georgetown.	604 High Tech Drive, Georgetown, TX 78626	Over 2,000 seniors are served in the MOW program, with appx. 250,000 meals served/year.	$ 50,000
Employment Stability and Resource Assistance - Christian Resource Center	**2: Negative Economic Impacts -** Assistance to Non-Profits - 2.34	Support non-profit that provides location for wrap around services, including Jail to Jobs, food pantry, individual & family counseling, and job skills training for plumbing, automotive and electrical.	Funding will provide urgent needs for building, including HVAC units, roof repairs, renovation of main lobby area and parking lot repairs.	1150 S. Bell Boulevard, Cedar Park, TX 78613	In 2022 the resource center served 85,835 individuals. In 2023, they are on track to serve over 102,000.	$ 130,000
Land Purchase for stability of Diversion and Respite Centers - Williamson County	**10: Title Projects** - Acquisition of real property - 10.1	Currently, the County and Bluebonnet Trails have invested substantial dollars to renovate and operate the LE Diversion, Adult Crisis Respite, and Detox centers, which are on property owned by the City of Georgetown. The centers are vital to jail diversion and access to mental health/substance abuse services. Purchase of the property would provide stability and future growth opportunities.	Funding will allow the County to purchase the buildings and land on which the Adult Crisis Respite, Detox and LE Diversion Centers sit. Having a location in close proximity allows for better patient continuity of care and an efficient diversion system.	711 N. College St., Georgeown, TX 78626.	The Adult Crisis Respite Center served 184 in 2022 and is anticipated to treat 214 in 2023. The Diversion Center served 564 in 2022 and has served over 850 to date in 2023.	$ 1,000,000
Expansion of Diversion Bed/Renovations - Bluebonnet Trails Community Services	**1: Public Health** - Behavioral Health - Mental Health Services - 1.12	Currently, the LE Diversion Center has a 10-bed capacity. With the increasing population, the need continues to grow. Adding beds will increase capacity, helping facilitate appropriate jail diversions for LE.	Increasing bed capacity from 10 beds to 14. Also, provides a covered walkway between the crisis respite center and the diversion center and enhances safety (e.g. metal detecting wand, fencing, training). This will help with efficiency with the shared kitchen for the centers.	711 N. College St., Georgeown, TX 78626.	The 4 additional beds will increase the capacity by 40% to appx. 1,200 beds/year and avoid diversions.	$ 230,000

ARPA Proposed Projects - December 2023

Integrated Primary & Behavioral Health Services - Bluebonnet Trails Community Services	**1: Public Health** - Behavioral Health - Mental Health Services - 1.12	Providing whole body, integrated behavioral health and primary care is important to reduce stigma and identify issues early in a person's life, when it is easier to treat and less likely to evolve into something more serious.	Medical equipment in clinics in Round Rock, Jarrell (at ISD), Cedar Park and Taylor, will allow BTCS to provide wrap-around care for children and to expand to their families.	Round Rock, Jarrell, Taylor and Cedar Park	This funding will help provide integrated care for appx. 110 children. Currently, there are appx. 11 served/month at the youth respite.	$ 32,000
Withdrawal Management Detox - Bluebonnet Trails Community Services	**1: Public Health -** Behavioral Health - Mental Health Services - 1.12	This funding is to provide additional identified resources for the recently implemented Residential Withdrawal Management program. These resources will enhance the recovery of individuals seeking services for addiction.	Medical equipment and supplies needed for the Withdrawal Management program.	711 N. College St., Georgeown, TX 78626.	This is a new program and the numbers served continues to grow. Appx. 6 individuals detoxed/month = 72/year.	$ 10,000
Safety Enhancements for Adult Crisis Respite Unit - Bluebonnet Trails Community Services	**1: Public Health** - Behavioral Health - Mental Health Services - 1.12	The Adult Crisis Respite Unit is a successful program that has been in operation since 2008. It provides step down for hospitalization and jail diversion. Safety enhancements have been identified that will improve safety for staff and residents.	Safety enhancements have been identifed for the dining area/kitchen space. In addition, adding controlled badge access to all exterior doors will improve safety.	711 N. College St., Georgeown, TX 78626.	Currently, the Adult Crisis Respite Center admits 22 adults/month, on average. All program clients and staff will benefit.	$ 20,000
Replacement of Jail Boilers - Williamson County Facilities	**6: Revenue Replacement** - Provision of Government Services - 6.1	This is an urgent need of the County and is required to remain in compliance with Jail Standards.	The funding will provide a temporary water heater, demo of old units, installation of new equipment, including piping, gas and electrical connections.	Williamson County Jail - 508 Rock Street, Georgetown, TX 78626	All inmates at the jail will be impacted and benefit from funding.	$ 750,000
	TOTALS					**$ 2,172,000**

Guiding our Efforts

2023
through
2025

Bluebonnet Trails Community Services

Strategic Plan Supporting Healthy and Fulfilled Lives

Table of Contents:

Page 1	Letter of Introduction
Page 2	About Us
Page 3	Our Vision, Mission and Statement of Values
Page 3	Our Commitment
Page 5	Strategic Plan Overview
Page 6	Strategies, Targets and Crosswalk to Texas Health and Human Services Commission Strategic Plan
Page 6	Strategic Planning Progress and Measurement
Page 11	Planned Expenditures and Revenues

Letter of Introduction

Dear Friends,

On behalf of the Board of Trustees and entire Bluebonnet Trails Community Services Team, we are proud to present our **2023-2025 Strategic Plan *Supporting Healthy and Fulfilled Lives***. This plan is the culmination of provocative discussions and thoughtful efforts with our family members, community partners and community stakeholders interested in developing and expanding access to healthcare in Central Texas. In response to the knowledge gained through these discussions and efforts, each year our Board of Trustees assesses and aligns the direction of Bluebonnet Trails Community Services.

During our Annual Board Retreat on July 22, 2022, the Board of Trustees and Executive Leadership Team for Bluebonnet Trails Community Services considered the relevance and resonance of our Vision, Mission, Values and expectations within the Strategic Plan. With the goal of intentionally advancing as a system of excellence, we define the strategies within this three-year plan and commence monitoring our progress. Through this strategic plan, we commit our efforts in service to Central Texans.

For more information about Bluebonnet Trails Community Services, visit www.bbtrails.org or join us on social media through Facebook, Twitter and Instagram. As ever, we thank you for your continued interest, engagement, debate and support allowing us to advance as a system of excellence toward achieving our vision of *healthy* and *fulfilled lives*.

Roxanne Nelson
Chair, Board of Trustees

Andrea Richardson
Executive Director

About Us

In response to the Texas Health and Safety Code Chapter 533, Bluebonnet Trails Community Services was established on September 1, 1997 as a unit of local government. As a unit of local government, the eight volunteer members of the Board of Trustees are appointed by the Commissioners Courts of Bastrop, Burnet, Caldwell, Fayette, Gonzales, Guadalupe, Lee and Williamson Counties in service to Central Texans. We concentrate our efforts and funds in the delivery of early childhood intervention, developmental disability care, autism treatment, mental health services, substance use treatment and primary healthcare.

Through the Texas Health and Human Services Commission (HHSC), Bluebonnet Trails Community Services reaches Texans in 32 counties and is designated as:

- The local mental health authority (LMHA) and local intellectual and developmental disability authority (LIDDA) in 8 counties including Bastrop, Burnet, Caldwell, Fayette, Gonzales, Guadalupe, Lee and Williamson Counties. For these Central Texas counties, HHSC has certified Bluebonnet Trails Community Services as a Certified Community Behavioral Health Clinic (CCBHC). Also for these counties, we are accredited through the National Committee for Quality Assurance (NCQA).
- The Outreach, Screening, Assessment and Referral (OSAR) entity for substance addiction services for 30 counties in HHSC Region 7 including Bastrop, Bell, Blanco, Bosque, Brazos, Burleson, Burnet, Caldwell, Coryell, Falls, Fayette, Freestone, Grimes, Hamilton, Hays, Hill, Lampasas, Lee, Leon, Limestone, Llano, Madison, McLennan, Milam, Mills, Robertson, San Saba, Travis, Washington and Williamson Counties.
- The Early Childhood Intervention (ECI) provider for 6 counties including Bastrop, Burnet, Caldwell Fayette, Lee and Williamson Counties.
- The Autism Treatment provider for 10 counties including Bastrop, Burnet, Caldwell, Fayette, Gonzales, Guadalupe, Hays, Lee, Travis and Williamson Counties.

This Bluebonnet Trails Team is widely known for these extraordinary opportunities made available through HHSC, but these contracted programs tell only a portion of our story. What is highlighted through our outcomes is the character of our Team Members and valued Partners as catalysts for change. Our goal is not to "fix" problems but to inspire and educate families in ways they may best sustain healthy lives in their home community. We choose to amplify our efforts beyond the successes of a single program offering an integrated system of care made stronger through strategic partners with like-minded missions in service to others.

During Fiscal Year 2022, Bluebonnet Trails Community Services provided care to over 37,000 individuals funded through an annual budget over $69 million. Bluebonnet Trails Community Services provides a comprehensive array of healthcare services at 32 locations in Central Texas. Anticipating continued growth in our communities surrounding the metropolitan areas of Austin and San Antonio, services are offered to babies, children, adults and families recognizing and respecting needs based on age, language, gender, ethnicity, culture and ability to pay for the services. We focus our efforts on recruiting, deploying and growing the talents and expertise of 601 employees to fill the gaps in health care needs for Central Texans.

Our Vision, Mission and Statement of Values

Driven by our Board of Trustees, and reviewed annually during the Board Retreat, the following captures the interconnectedness of the vision, mission and values held by Bluebonnet Trails Community Services serving as the guideposts for our strategic planning efforts.



Our Commitment

Since 1997, Bluebonnet Trails Community Services has been serving Central Texans with a growing array of healthcare services. Our history establishes the foundation and is the building block upon which we construct our future in healthcare delivery. Bluebonnet Trails Community Services commits to a trauma-informed system of care sensitive to the cultural competencies respectfully engaging the persons we serve, our employees and our communities. As we intentionally grow, we integrate the lessons of our past with the reality of our present and the vision for the future. Our future is informed by the needs of our communities which drive the vision and mission embraced by our Board of Trustees—and brought to life by our Team members.

Effective leadership guides achievement of our mission. Through talented collaborators, advisers and supporters, Bluebonnet Trails Community Services has a deep and evolving understanding of the issues of the day resulting in innovative problem-solving and transformational strategic planning. We are guided by the following principles dedicated to leadership-building and succession planning carrying forward the vision of this center:

- Our organizational functions align to optimize our mission and the experience of the persons we serve.
- Our organizational design promotes person-centered care, cross-agency collaboration and stewardship.
- Resources are identified from efficiencies of operations and are redeployed to enhance care or expand capacity.
- The organizational design supports no wrong door access.
- Program and leadership roles and accountability should be easily identifiable by all, including the public.
- We prioritize advancing team members into leadership roles when strengths are demonstrated and opportunities are identified, building a strong succession plan.
- The agency's leadership structure is intentionally organized to support effective oversight of talent and accomplishment of the vision and mission of the center.

At Bluebonnet Trails Community Services, we are committed and willing to transform our operations to support the changing healthcare needs of the families and communities we serve. To meet our commitment, we strive to provide person-centered services, steeped in evidence-based practices with the voice of the individual and family receiving services in our planning efforts. Within our policies and procedures, that commitment becomes action ensuring each member of this Team understands what is needed and expected as a valued, knowledgeable Team member. Our policies and procedures are the first steps in our plan operationalizing our vision for an integrated and holistic approach to services. In doing so, we know we need to overcome these obstacles in our constantly changing healthcare environment:

- Sometimes we do the right thing, but we do not capture the written process to share the knowledge.
- Sometimes what we have written down is outdated and no longer reflects our current operations.
- Sometimes our operations need to be changed, and new standards need to be documented.

In our commitment to operational excellence, we must be clear in our strategic plan, policies and procedures explaining why we do things; how we do things; and the reason it matters. It must be clear to every member of our staff, every person we serve, and anyone in the community who has an interest in our work.

This Bluebonnet Trails Community Services Team is focused on a common mission. To strengthen that focus through a common understanding of expectations and practices, we actively pursue opportunities bolstering our system of care. Highlighting our ability to demonstrate excellence in service delivery, Bluebonnet Trails Community Services was certified by the Texas Health and Human Services Commission as a Certified Community Behavioral Health Clinic (CCBHC) during 2017. During 2018 and 2021, the Center was awarded federal grant funding expanding the CCBHC model of care through the Substance Abuse and Mental Health Services Administration (SAMHSA).

We have gained meaningful experience as a CCBHC; through studied processes for certification as a Rural Health Clinic (RHC); and through successful accreditation by the National Committee

for Quality Assurance (NCQA) and the Commission on Accreditation of Rehabilitation Facilities (CARF). As a result, we build upon our success across all programs through accreditation; community partner expansion; legislative goals and education; and other funding opportunities supporting the valued principles of the certification.

Strategic Plan Overview – Supporting Healthy and Fulfilled Lives

The Bluebonnet Trails Community Services Strategic Plan Supporting Healthy and Fulfilled Lives communicates clear expectations for the Center operation during fiscal years 2023 through 2025. Each year during the Annual Board Retreat, progress toward the achieving our mission and strategies is reviewed monitoring our accomplishments, challenges and identified gaps in local healthcare services. As a result, this strategic plan is updated annually based on the identified healthcare needs within our communities and our resources available or necessary to fill the gaps in healthcare. The ultimate goal of this strategic plan is to empower and engage persons choosing to commit to recovery, learning, personal growth and healthy living through an accessible and integrated system of care offered through Bluebonnet Trails Community Services.

The following table represents the four strategic domains we monitor demonstrating our progress in advancing as a system of excellence. The four domains and associated metrics guide our progress. Our progress is reported to our Board of Trustees and staff during each Board meeting and quarterly staff meeting to ensure alignment of effort by an informed Team.



Strategies, Targets and Crosswalk to Texas Health and Human Services Commission Strategic Plan

Within the Texas Health and Human Services Commission strategic planning process, the agency identified fifteen critical gaps within statewide services. Throughout our communities, community members and stakeholders respond to surveys conducted by the Texas Health and Human Services Commission alongside local community needs assessments conducted by health districts, local hospital systems and regional healthcare partnerships. To that end, a comprehensive list of gaps in services is articulated for consideration within this strategic plan. The following graphic from the Texas Health and Human Services Commission Strategic Plans for Fiscal Years 2019-2023 guides our strategies for this same time frame.



Strategic Planning Progress and Measurement

As the identified gaps mirror those in our communities, Bluebonnet Trails Community Services intentionally aligns our strategies with the gaps within the statewide system of care, fostering a collaborative and progressive response to identified needs. To that end, the following table offers the intersection of our strategies with the statewide gaps in healthcare services through the Texas Health and Human Services Commission.

Vision	***Healthy*** and ***Fulfilled*** Lives
Mission	Continuously shaping and investing in a system of care valued by our communities, designed to improve the health and independence of the persons we serve.

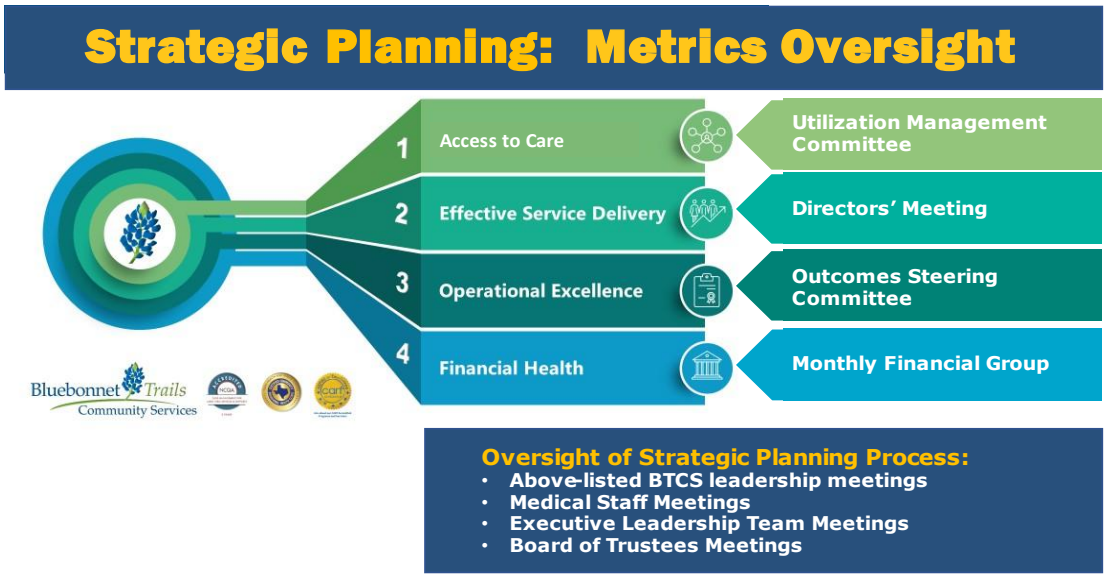
Measuring our success toward advancing as a system of excellence																
Domain	**Measuring Progress and Success**	**Target**	**Target Range**	**HHSC Identified Gap in Services for Texans**												
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1. Access to Care	1.1. Percent of individuals who receive their initial intake within 10 business days of initial contact	> or = 65%	All Service lines aligned with CCBHC expectations - from first phone call to first contact.	X	X		X	X	X	X	X	X	X	X	X		X	X
	1.2. No Show Rate	< or = 25%	Average monthly no-show rate for clinical staff.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	1.3. Achieve defined productivity measure-ment for each service line as defined by productivity expectations	> or = 50% YTD Generally representing at least 50% of all time during a workday is in direct service to individuals receiving services	100% - Cumulative Year-to-Date measure of Staff meeting or exceeding expectations.	X	X		X	X	X	X	X	X	X	X	X	X	X	X
	1.4. Contain of Staff Turnover Ratio	<20%	Turnover Rate, annualized.	X	X		X	X	X	X	X	X	X	X	X	X	X	X
	1.5. Effective Service Coordination under Medicaid Managed Care	Improve over FY 2022 baseline by 10%	Identify one of the NCQA measures demonstrating an increase in coordination and participation in a person's requested services on their Person-Directed Plan (PDP).	X		X	X	X	X	X		X	X	X	X		X	

Measuring our success toward advancing as a system of excellence																	
Domain	**Measuring Progress and Success**	**Target**	**Target Range**	**HHSC Identified Gap in Services for Texans**													
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
2. Effective Service Delivery	2.1. Customer service satisfaction scores using center wide tool	> or = 85%	Compiled scores across all satisfaction surveys.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
	2.2. Percentage of persons served with a designated Primary Care Physician (PCP)	> or = 85%	Customer Service Reps (CSRs), Case Managers, Care Coordinators and Service Coordinator will ensure individuals served who have a PCP designated in their medical record.	X	X		X	X	X	X	X	X	X	X	X	X	X	X
	2.3. Achieve outcome of measures reported through 1115 Waiver DPP-BHS	100%	Performance rate above targets set for all measures.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	2.4. Workforce Considera-tion: Caseload Sizes	> or = 50% First Year	Staff achieving defined caseload size: # staff with defined caseload sizes meeting caseload size / # staff with an expectation of a caseload size.	X	X				X	X	X	X		X			X	
	2.5. Workforce Considera-tion: Engagement Training	100% Reporting progress each month, with achievement by year end	Staff trained: # staff provided engagement training / # staff designated to receive engagement training.	X	X		X	X	X		X	X		X	X	X	X	

Measuring our success toward advancing as a system of excellence																		
Domain	**Measuring Progress and Success**	**Target**	**Target Range**	**HHSC Identified Gap in Services for Texans**														
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
3. Opera-tional Excellence	3.1. Workforce Development – Recognizing Staff Efforts and Maintaining a Competitive Edge	100%	Containment of Staff Turnover Ratio under Access to Services. Measured by the percentage of monthly staff appreciation plan objectives that are completed for recognizing staff efforts. The percentage of salary & benefits comparison reviews that are completed annually and semi-annually for maintaining a competitive edge.	X		X			X	X				X			X	X
	3.2. Metrics demonstrate progress toward Operational Excellence as reviewed by oversight committees	Achieving aggregate targets > or = 95%	Demonstrating achievement of established targets for outcomes and process metrics overseen by the respective BTCS oversight committees.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

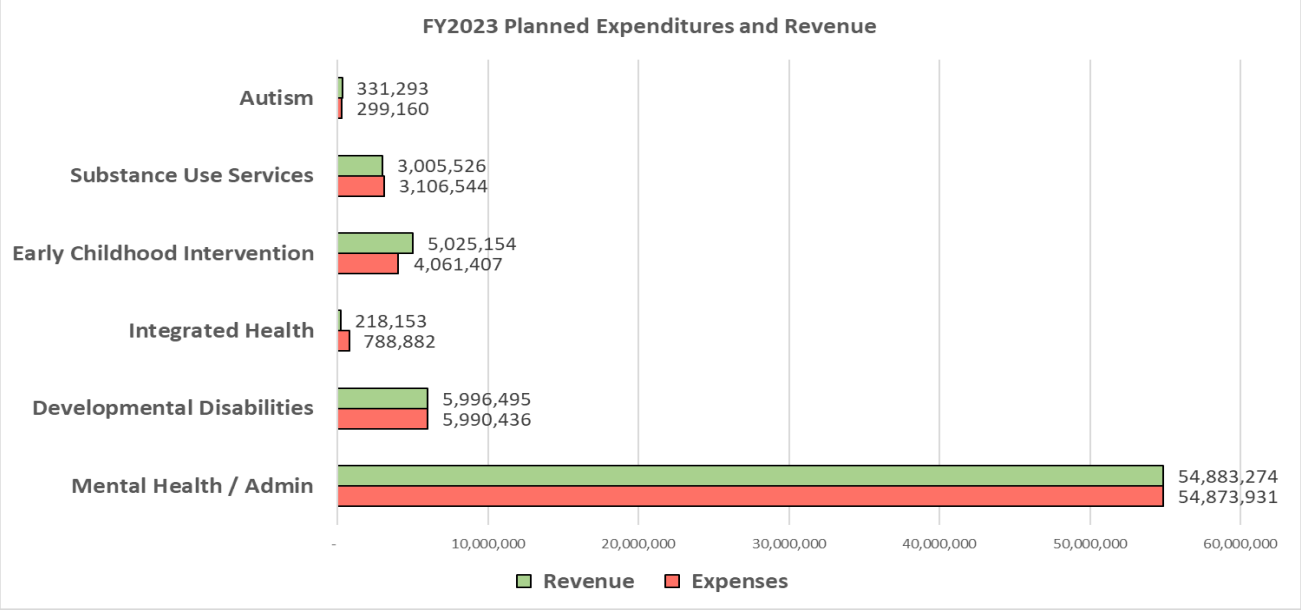
Measuring our success toward advancing as a system of excellence																
Domain	**Measuring Progress and Success**	**Target**	**Target Range**	**HHSC Identified Gap in Services for Texans**												
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
4. Financial Health	4.1. Budget Margins, year to date	100%	At least 100%, as adjusted by Board of Trustees.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	4.2. increased earned revenues	$5,933,338	Based on FY 2022 revenue, increase needed to meet or exceed earned revenue budgeted amounts for FY 2023.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
	4.3. Days of Operation in Cash and Investments	90 Days	90 days of reserves target set by the Board.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
	4.4. Indirect Costs	< or = 11.25% Improve upon FY 2022 Admin Overhead percentage	Target based on state community Center averages; also known as administrative overhead.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	4.5. Optimizing Medicaid Opportuni-ties: Achieving Projected Margins for DPP-BHS	> or = budgeted FY 2023 DPP-BHS revenue	Quarterly DPP actual payments compared to budgeted amounts.	X	X				X	X		X		X		X	X	X
	4.6. Optimizing Medicaid Opportuni-ties: Achieving Projected Margins for PHP-CCP	> or = FY 23 Budgeted Revenue	PHP CCP measure: Establish estimated dollar value after the first quarter of FY 23 with the revised charity care based cost report; Update the estimate quarterly.	X	X				X	X		X		X		X	X	X
	4.7. Optimizing Reimburse-ment for Virtual Services	100% Quarterly Measurement	Number of virtual services billed and number virtual services paid. Expressed as a number and percent. Remove not yet processed claims.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	

To ensure timely oversight of our progress toward achieving our strategic goals, the following oversight structure is underway for Bluebonnet Trails Community Services:



Planned Expenditures and Revenues – Fiscal Year 2023

Considering the anticipated cost of the resources to successfully deploy our strategies, the Board of Trustees approved the Fiscal Year 2023 budget plan totaling $69,120,361. The initial budget plan was discussed and approved by the Board during the Annual Board Retreat conducted on July 22, 2022, and represents a positive balance of planned revenues over expenses in excess of $339,535.



This budget was created calculating the average revenues and expenses during the previous service year impacted by the COVID-19 pandemic. As a result, the FY 2023 budget is reflective of

the productivity experienced during the second year of the pandemic. This budget plan will be influenced by the upcoming Texas 88th Legislative Session, with the regular session, January 10, 2023 through May 29, 2023.

Realized revenues over expenses at the end of Fiscal Year 2023 will be invested in our reserve fund balance (40% of total); in recognition of our employees (40% of total); and in maintaining the quality of our infrastructure (20% of total).

The budget is approved by the Board of Trustees and will continue to be assessed on a quarterly basis for consideration of adjustments based on experience.

Envisioning healthy and fulfilled lives.

Bluebonnet Trails Community Services

www.bbtrails.org

Administration: 1009 North Georgetown Street | Round Rock, Texas 78664

24-Hour Crisis Line: 800-841-1255

For Appointments or Questions about our Services: 844-309-6385

2022 WILLIAMSON COUNTY

community HEALTH assessment



Acknowledgments

The dedication, expertise, and leadership of many agencies and people made the 2022 Williamson County Community Health Assessment (CHA) possible. This collaboratively developed plan engaged the community to produce a comprehensive assessment that will be used to develop the 2023–2025 Community Health Improvement Plan. Williamson County and Cities Health District led this CHA effort in collaboration with strong community partners, including Ascension Seton, Baylor Scott & White Health, Bluebonnet Trails Community Services, Georgetown Health Foundation, Healthy Williamson County Coalition, Lone Star Circle of Care, Opportunities for Williamson and Burnet Counties, St. David's Foundation, United Way of Williamson County (which merged with United Way for Greater Austin during the CHA process), and Williamson County. An important aspect of this project was the opportunity it provided for hospital systems and local public health agencies to collaboratively assess the health needs of the community we all serve. This shared ownership of community health among diverse stakeholders enhances coordination and use of resources across entities to improve the community's health. The following organizations graciously supported this project:

Ascension Seton

Baylor Scott & White Health

Bluebonnet Trails Community Services

Georgetown Health Foundation

Healthy Williamson County Coalition

Lone Star Circle of Care

Opportunities for Williamson & Burnet Counties

St. David's Foundation

United Way of Williamson County

Williamson County and Cities Health District

Williamson County

Organizations that participated in data collection methods include:

Asian American Community Health Initiative
Baylor Scott and White Health
Bluebonnet Trails Community Services
Boys and Girls Club
Catalyst Collective
City of Taylor
Community Resource Centers of Texas
Dickey Museum & Multipurpose Center
Faith in Action Georgetown
Georgetown Chamber of Commerce (Hispanic Owned Business Circle)
Georgetown Health Foundation
Georgetown Independent School District
Hill Country Community Ministries
Interagency Support Council of Eastern Williamson County, Inc.
LifePark Center
Lone Star Circle of Care
Opportunities for Williamson and Burnet Counties
Partners in Hope
Pavilion Clubhouse of Williamson County
Sacred Heart Community Clinic
The Caring Place
The Georgetown Project
United Way for Greater Austin
United Way of Williamson County (now merged with United Way for Greater Austin)
Williamson County and Cities Health District
Williamson County Children's Advocacy Center
Williamson County EMS Mobile Outreach Team
Williamson County Juvenile Services
Workforce Solutions Rural Capital Area

The CHA Task Force thanks the many individuals who contributed to the process (listed in Appendix K: Acknowledgments) as well as the Williamson County residents who provided their opinions during community discussions and interviews.

Table of Contents

Acknowledgments 1

Executive Summary 3

Introduction 7

Methodology 9

Community Health Status Assessment 16

Community Themes and Strengths Assessment 95

Top Health Priorities and Health Equity Zones 107

Conclusion and Implications for Williamson County 113

Appendices 114

- Appendix A: Works Cited 114
- Appendix B: Lists of Tables and Figures 119
- Appendix C: List of Abbreviations 123
- Appendix D: Conduent Healthy Communities Institute Data Scoring Tool Methodology and Results 124
- Appendix E: Community Health Survey 126
- Appendix F: Community Health Survey Results 128
- Appendix G: “Youth with Cameras” Photovoice Results 135
- Appendix H: Social Determinants of Health and COVID-19 Vaccine Survey 146
- Appendix I: Community Focus Group and Key Informant Results — Texas Health Institute 150
- Appendix K: Acknowledgments 194

Executive Summary

Overview

To strategically address health issues within the community, it is vital to sustain broad community partnerships first and develop a shared vision and goals for the future. Led by Williamson County and Cities Health District, the 2022 Williamson County Community Health Assessment (CHA) was developed by a strong task force of community partners (CHA Task Force): Ascension Seton, Baylor Scott & White Health, Bluebonnet Trails Community Services, Georgetown Health Foundation, Healthy Williamson County Coalition, Lone Star Circle of Care, Opportunities for Williamson and Burnet Counties, St. David's Foundation, United Way of Williamson County, and Williamson County. The 2022 CHA is designed to collect and analyze data to educate and mobilize communities, develop priorities, gather resources, plan actions to improve population health, and enable evidence-based goal setting and decision making for Williamson County.

Methodology

The CHA Task Force used a modified format of the Mobilizing for Action through Planning and Partnerships (MAPP) process from the National Association of County and City Health Officials. The MAPP process is a proven systematic framework for identifying community health needs and the resources to meet them. The CHA Task Force used two assessments from the MAPP process: the Community Health Status Assessment and the Community Themes and Strengths Assessment.[1] The findings from each assessment are included as individual sections in the report. Together, the two assessments provide a comprehensive view of the factors influencing the community's health and guide the community's determination of priority areas.

The assessment process involved both quantitative data (e.g., numbers) and qualitative data (e.g., voices of the community) collection through various methods:

- Community Health Survey
- Photovoice (also known as "Youth with Cameras")
- Community and stakeholder focus groups
- Key informant interviews
- Primary and secondary data analysis
- Social Determinants of Health and COVID-19 Vaccine Survey

Community Health Status Assessment

The Community Health Status Assessment (CHSA) explores aggregated, population-level data to define the health status of the county and provide key findings to residents and stakeholders. Indicators are divided into 11 broad categories based on the Mobilizing for Action through Planning and Partnerships framework's "Core Indicator List." The CHSA draws comparisons between Williamson County and Texas health indicators, as well as applicable targets from the U.S. Department of Health and Human Services' Healthy People 2030 initiative.[2] The CHA Task Force obtained data from many primary and secondary sources at the local, state, and national levels. Significant secondary data sources include American Community Survey, Texas Department of State Health Services, and the U.S. Department of Agriculture. Local organizations, including Bluebonnet Trails Community Services, Hill Country Community Ministries, and Lone Star Circle of Care, also provided primary data.

In 2020, the TOP 10 CAUSES OF DEATH in Williamson County were[3]:

1. Heart diseases
2. Cancer
3. Alzheimer's disease
4. Coronavirus disease (COVID-19)
5. Cerebrovascular diseases
6. Unintentional Injuries
7. Chronic lower respiratory diseases
8. Parkinson's disease
9. Suicide
10. Influenza and pneumonia

[1] "Phase 3: Collecting and Analyzing Data."

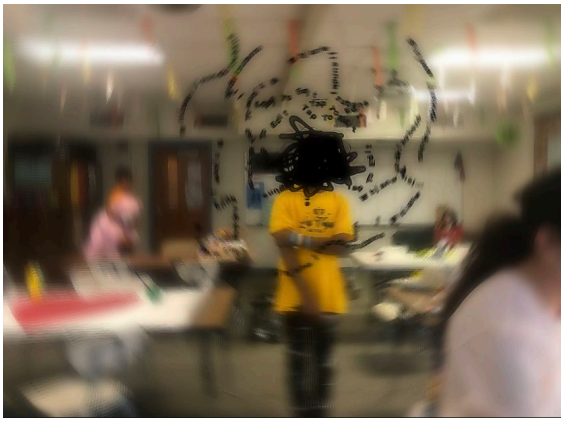
[2] "Healthy People 2030."

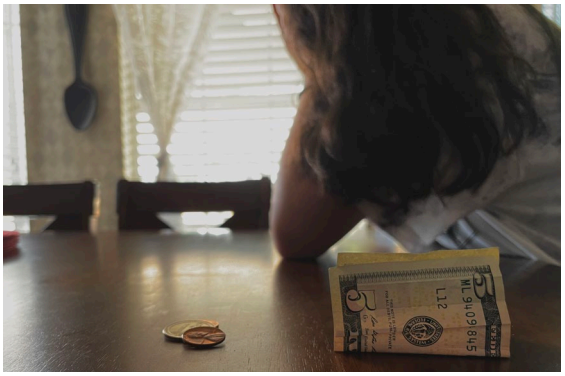
[3] "Underlying Cause of Death 1999-2020: 15 Leading Causes of Death: Williamson County, TX on CDC WONDER Online Database."

Community Themes and Strengths Assessment

The Community Themes and Strengths Assessment (CTSA) identifies current community concerns, perceptions about quality of life, and community strengths and assets through feedback from community stakeholders and the public. The concerns the CTSA found reveal four common themes: 1) the importance of engaging the community to improve health, 2) the connection to mental health, which was found to be woven throughout all the health concerns; 3) the impact of disparities, which exist in health across the county; and 4) effects of the COVID-19 pandemic, which has changed people's lives and opportunities to achieve health in many ways.







STRENGTHS AND ASSETS

- Communication and collaboration between agencies that provide community resources
- Availability of quality healthcare services
- Availability of community programs and services
- Availability of fresh food
- Availability of parks, green spaces, and opportunities for exercise
- Low crime/safe neighborhoods
- Good schools
- Mental health awareness
- Local assets and wealth

CONCERNS

Access to Healthcare

- Affordable healthcare for publicly insured or uninsured
- Awareness of resources and support for navigating healthcare system
- Lack of medical insurance
- Culturally and linguistically appropriate care and services

Social and Structural Determinants of Health

- Housing and homelessness
- Transportation
- Cost of living, affordability, and low socioeconomic status
- Broadband internet access
- Ethnic and racial segregation

Community Health Needs

- Challenges related to aging
- Chronic disease and chronic disease risk factors
- Dental care
- Mental health, isolation, and substance use

Children's Health

- Child abuse
- Intellectual disabilities
- Mental health

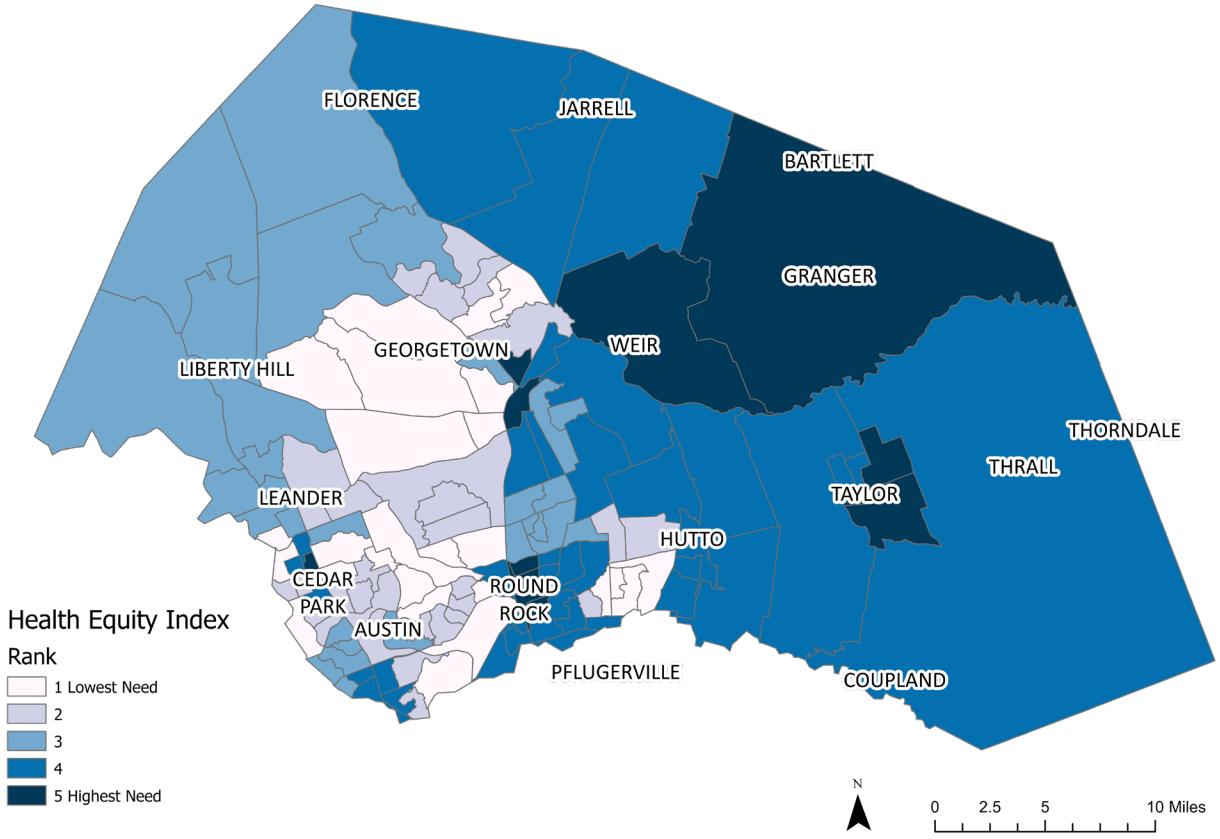
Health Equity Zones

In 2021, Robert Wood Johnson Foundation ranked Williamson County as the second healthiest county in Texas, yet disparities in health and wellness persist.[4]

[4] "County Health Rankings: Texas."

According to the Robert Wood Johnson Foundation, health equity "means that everyone has a fair and just opportunity to be as healthy as possible." Health equity is a critical factor that contributes to the economic prosperity, safety, and security of all county residents.[5]

The 2021 Health Equity Index is a measure of socioeconomic need that is correlated with poor health outcomes. In Williamson County, census tracts are ranked from 1 (low need) to 5 (high need) based on their index value relative to similar locations within the county.[6] Using the index, five health equity zones (HEZs) were identified in Williamson County. These are census tract areas that tend to have higher-than-average health risks and burdens. The HEZs in Williamson County include census tracts in northern rural Williamson County (Bartlett/Granger/Weir), Taylor, Georgetown, Round Rock, and Cedar Park.



Top Health Priorities

The Community Health Assessment (CHA) is just the first step of the community health improvement process. The companion document, the Community Health Improvement Plan, will be the community's action plan for addressing the top health priorities and coordinating countywide efforts for the next three years. Through feedback and prioritization from residents, stakeholders, and the two Mobilizing for Action through Planning and Partnerships assessments, the CHA identified four health focus areas for decision makers to prioritize to improve health and wellness for all.

Unlike the health priorities in the past two CHAs, these are not ranked, as doing so would neglect the intertwined nature of the top health priorities. Quantitative and qualitative data show the importance of taking a whole-person- and whole-community-centered approach to improving health, for example, supporting holistic healthcare that includes mental health and basic needs, like transportation and housing. Furthermore, data show that the needs of the communities, cities, regions, and neighborhoods in Williamson County differ.

[5] "What Is Health Equity?"

[6] "2021 Health Equity Index."

In developing solutions to health disparities, groups should focus not only on countywide efforts, but also on efforts targeted to each community, neighborhood, and region. More importantly, communities' needs are often better met by equipping them to make decisions that will impact health. By including community members in planning and by facilitating community-led efforts, groups can ensure their resources are used for appropriate and sustainable interventions.

The following are the top health priorities as identified by the 2022 CHA.



Social and structural determinants of health

Focus on improving basic needs (housing, transportation, broadband internet access, and living wages) for all and eliminating ethnic and racial segregation.

> *"Not having money really affects your mental health. You are trying to figure out, how I am going to pay this water bill, this gas bill, this light bill. I got electric due. I got car insurance. It's all rolling through your head, and there is no sleep, because you're trying to figure out how you're going to do it…I'm in a survival mode, and I need finances to just keep my head above water." — Focus Group Participant*



Mental health and well-being

Focus on building resilience by improving mental health for children and youth and mitigating the impact of the COVID-19 pandemic.

> *"A lot of hospitals forget that if a parent has a child in a [mental health] crisis, that parent is in crisis too. They forget that they need to help the family navigate and advocate…It is not a rush-through system. Help them learn how to help their family member or their child." — Focus Group Participant*



Chronic disease and chronic disease risk factors

Focus on increasing healthy food access and physical activity.

> *Junk food is widely marketed, available almost everywhere, and is offered at unbeatably low prices, making it a contributing factor to high obesity rates. Healthy foods tend to be much more expensive than unhealthy food. It is difficult to eat healthily when unhealthy foods, such as donuts and cake, are cheaper than healthy food, such as apples. — Summary of discussion with youth Photovoice participant*



Access to healthcare

Focus on increasing access to culturally and linguistically appropriate care and dental care for vulnerable populations (e.g., older adults, people of color, and people experiencing homelessness).

> *"Even the free places…a lot of times, they will still only work on one tooth, or they won't offer certain things like root canals." — Focus Group Participant*

Conclusion and Implications for Williamson County

The 2022 Community Health Assessment is a comprehensive snapshot of the health and quality of life of Williamson County residents. Though the county consistently ranks among the healthiest in Texas, inequity persists — that is, health is not equally accessible for all community members. Community partners will use this assessment to guide the development of the Community Health Improvement Plan, the community's action plan to address the top health priorities and areas of need in the county. The CHA Task Force hopes this assessment will increase engagement in supporting the health of all who live, learn, work, play, worship, or age in the county and inspire efforts to build a resilient Williamson County.

Introduction

Many factors shape the health and wellness of an individual and a community. According to the County Health Rankings, health is shaped 10% by the physical environment, 40% by social and economic factors, 20% by clinical care, and 30% by health behaviors.[7]

The U.S. Department of Health and Human Services' Healthy People 2030 initiative emphasizes the importance of addressing the social determinants of health to achieving health equity.[8] Social determinants of health are "conditions in the environments in which people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks." Among the social determinants of health are economic stability, education access and quality, healthcare access and quality, neighborhood and built environment, and social and community context.[9] To improve the health of all Williamson County residents, the county must improve the places and conditions in which people live.

Sustained and widespread community involvement is necessary to strategically address the health issues within the community. These efforts require the resources of multiple agencies and individuals in a shared ownership structure that offers better mobilization and use of resources to improve community health. The first step in this community health improvement process is the Community Health Assessment (CHA).[10]

The CHA is designed to:

1. Collect, analyze, and use data to educate and mobilize communities, develop priorities, gather resources, and plan actions to improve population health
2. Provide a foundation of data to be used for evidence-based goal setting and decision making

Williamson County Community Health Assessment

Williamson County and Cities Health District led the CHA in collaboration with strong community partners. The 2022 Williamson County CHA Task Force (hereafter known as the CHA Task Force) included Ascension Seton, Baylor Scott & White Health, Bluebonnet Trails Community Services, Georgetown Health Foundation, Healthy Williamson County Coalition, Lone Star Circle of Care, Opportunities for Williamson and Burnet Counties, St. David's Foundation, United Way of Williamson County, and Williamson County.

The goals of the CHA Task Force were to:

1. Identify existing and emerging community health needs
2. Identify the strengths and assets available to improve health
3. Determine key issues that affect quality of life
4. Identify top health priorities for future health improvement efforts
5. Identify the ways COVID-19 has impacted the community

Community Description

Williamson County, Texas is bounded by Burnet County to the West, Bell County to the North, Milam and Lee Counties to the East, and Travis and Bastrop Counties to the South. The second healthiest county in Texas, Williamson County has an estimated population of 613,104 residents — a number that has grown by about 38.7% over the past ten years.[11;12] Austin's continued increase in population and development has fueled local growth, with more Williamson County residents commuting into Austin for work each day.

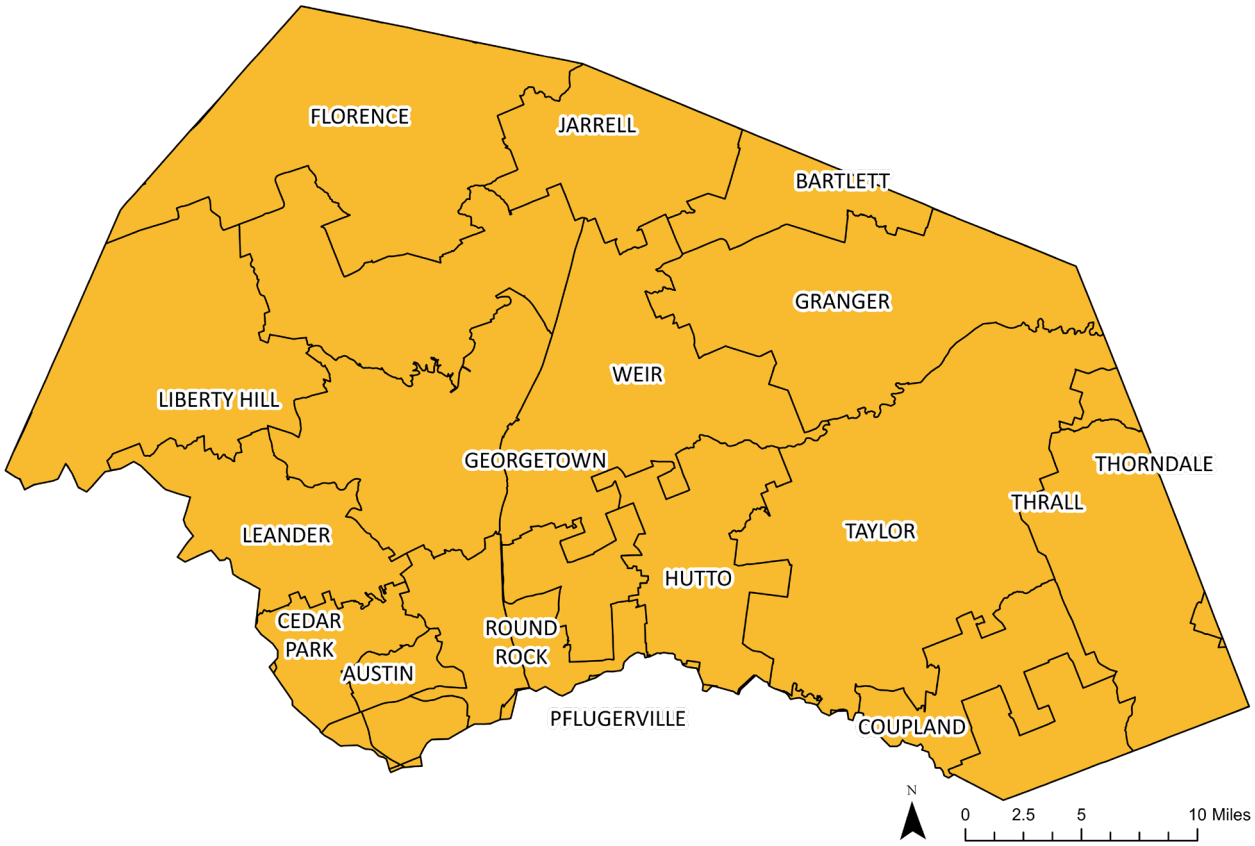
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[7] "County Health Rankings Model."
[8] "Healthy People 2030."
[9] "Social Determinants of Health."
[10] "Phase 3: Collecting and Analyzing Data."
[11] "County Health Rankings: Texas."
[12] "2021 Demographics: Williamson County."

Williamson County is an economic magnet with major employers such as Dell, Sears Teleserv, Emerson, Round Rock Premium Outlets, Baylor Scott & White Health, St. David's Round Rock Medical Center and Georgetown Hospital, Ascension Seton Medical Center Williamson, Cedar Park Regional Medical Center, Southwestern University, Texas A&M Health Science Center Round Rock, Texas State University, and TECO Westinghouse.

Figure 1 is a map of Williamson County with city labels and ZIP code outlines.

Figure 1: Map of Williamson County, Texas



Methodology

The Mobilizing for Action through Planning and Partnerships Framework

The Mobilizing for Action through Planning and Partnerships (MAPP) framework from the National Association of County and City Health Officials is a proven, systematic, and outcome-oriented process for the ongoing engagement of community stakeholders. The framework helps communities prioritize public health issues, identify resources available, and act. The CHA Task Force used this process to provide an update to the 2019 report. The MAPP framework (Figure 2) includes four assessments that offer important information for improving community health. Because of time constraints and resource limitations due to COVID-19, the CHA Task Force conducted two of the four assessments to provide a comprehensive understanding of the community's health.[13] These were:

- The **Community Health Status Assessment (CHSA)**, which identifies priority health issues in the community and looks at health outcomes and health behaviors. Questions answered by this assessment include "How healthy are Williamson County residents?" and "What does the health status of our community look like?"
- The **Community Themes and Strengths Assessment (CTSA)**, which identifies important issues in the community and answers the questions "What is important to our community?" and "What assets do we have that can be used to improve community health?"

Figure 2: MAPP Framework



Data Collection Methods

The CHA Task Force used both quantitative and qualitative data from primary and secondary data sources to compile the two MAPP assessments and determine health priorities.

	Method	Time Frame	Participants	Results	Assessment
	Community Health Survey	5/3/2021–5/16/2021	1,009 Community residents	Appendix F: Community Health Survey Results	CTSA
	Photovoice (also known as "Youth with Cameras")	6/10/2021–7/8/2021	8 Youth photographers (Williamson County)	Appendix G: "Youth with Cameras" Photovoice Results	CTSA
	Community and Stakeholder Focus Groups	8/2021–11/2021	21 Community residents and stakeholders	Appendix I: Community Focus Group and Key Informant Results — Texas Health Institute Appendix J: Community Focus Group and Key Informant Results — IBM Watson Health	CTSA
	Key Informant Interviews	8/2021–11/2021	11 Stakeholders	Appendices I and J	CTSA

[13] "Phase 3: Collecting and Analyzing Data."

				Community Health Status Assessment	
	Primary and Secondary Data Analysis	Dependent on data source	Dependent on data source	Appendix D: Conduent Healthy Communities Institute Data Scoring Tool Methodology and Results	CHSA
	Social Determinants of Health and COVID-19 Vaccine Survey	10/1/2020–2/12/2021	370 Survey respondents	Appendix H: Social Determinants of Health and COVID-19 Vaccine Survey	CHSA

Community Health Survey

A countywide Community Health Survey kicked off the first phase of data collection in May 2021. The purpose of the survey was to understand resident perspectives on health and health-related needs, and the results guided topics for subsequent CHA data collection. Survey questions were adapted from the 2018 Community Health Survey, distributed during the 2019 Community Health Assessment process. The CHA Task Force piloted the community survey and adjusted it based on feedback. The Community Health Survey was translated into Spanish, Simplified Chinese, Vietnamese, and Korean. A copy of the Community Health Survey (English) can be found in Appendix E: Community Health Survey. The survey comprised five required questions, four optional demographic questions, and one health leader question.

Because of time constraints and COVID-19 restrictions, surveys were disseminated mostly through digital methods: convenience sampling, media distribution, and the NextDoor app.

1. Convenience Sampling — The CHA Task Force partnered with Hill Country Community Ministries to distribute surveys during food distributions and with Williamson County and Cities Health District to distribute surveys at the COVID-19 vaccine distribution site in Taylor.
2. Media Distribution — Links to the electronic survey in English, Spanish, Simplified Chinese, Vietnamese, and Korean were made available on the HealthyWilliamsonCounty.org/CHA website. Organizations included links to the electronic survey in press releases, newsletters, and social media. Advertisements were placed on Community Impact and Healthy Williamson County's Facebook page.
3. NextDoor App — The NextDoor app is a private social network for neighborhoods. Individuals can connect with their neighbors and engage their local community.

The CHA Task Force collected 923 surveys (91.4% of total collected) with a Williamson County ZIP code. Of these, 785 were electronic (85%) and 138 were paper (15%).

Almost all the surveys (98.0%) collected were in English (Table 1). About 3% of households in Williamson County are linguistically isolated and have difficulty accessing services that are available to fluent English speakers. Linguistic isolation prevents some households from accessing transportation, medical, and social services, as well as employment and educational opportunities. A household is considered linguistically isolated if all adults (those ages 14 and older) in the household speak a language other than English and none speaks English at the level of "very well." [14]

The surveys were separated by region, revealing that the North provided the most surveys (383), followed by the South (283) and the West (207). Paper surveys constituted 42% of surveys collected in the East (Figure 3). The percentage of surveys collected was highest in the North (41.5%), where only 19.1% of the population lives, yet in the West, where 39.7% of residents live, only 22.4% of residents completed a survey (Figure 4). Additional survey results are in Appendix F: Community Health Survey Results.

[14] "Linguistic Isolation."

Table 1: Total Surveys Collected in Williamson County

Survey Type	Count	Percent
Electronic	**785**	**85.0%**
English	779	84.4%
Chinese	4	0.4%
Korean	1	0.1%
Spanish	1	0.1%
Paper	**138**	**15.0%**
English	128	13.9%
Spanish	12	1.3%
Total	**923**	**100%**

Figure 3: Electronic and Paper Surveys Collected by Williamson County Region

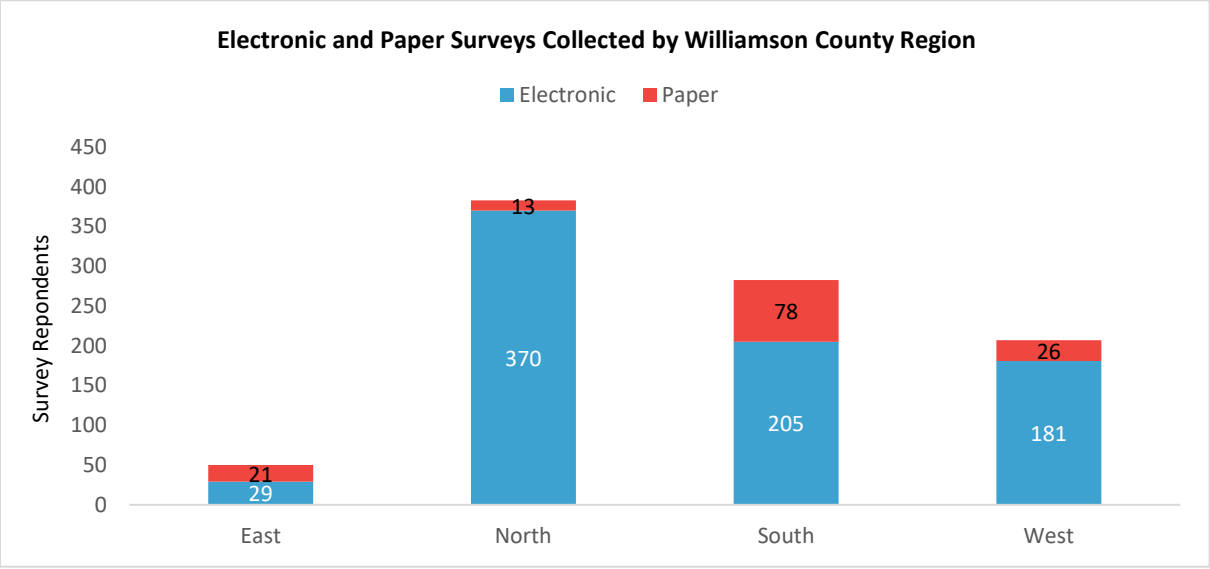
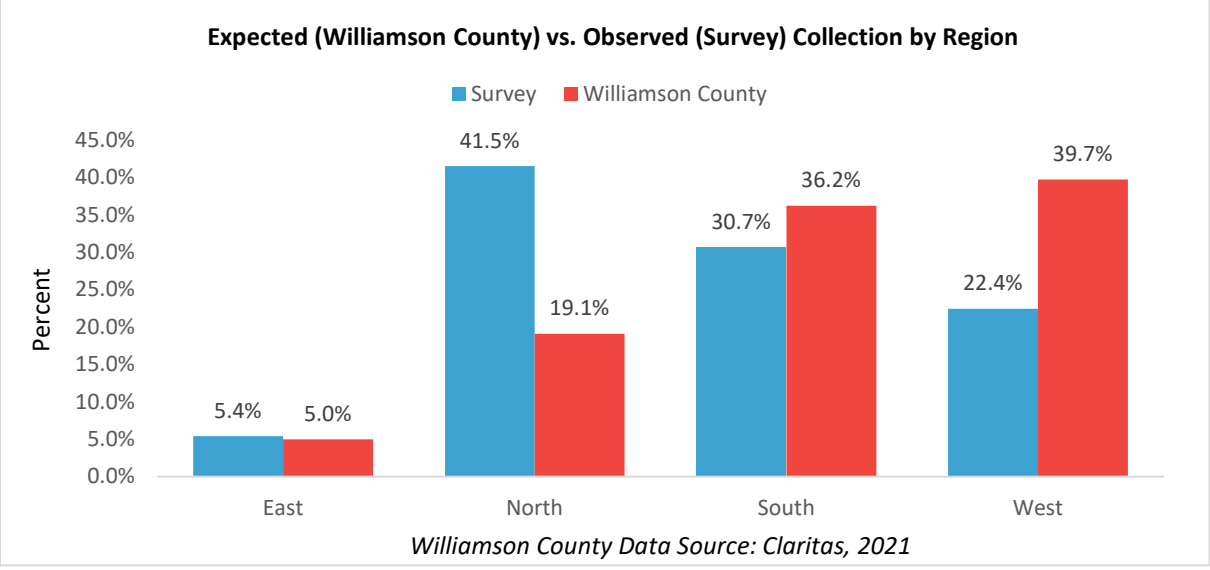
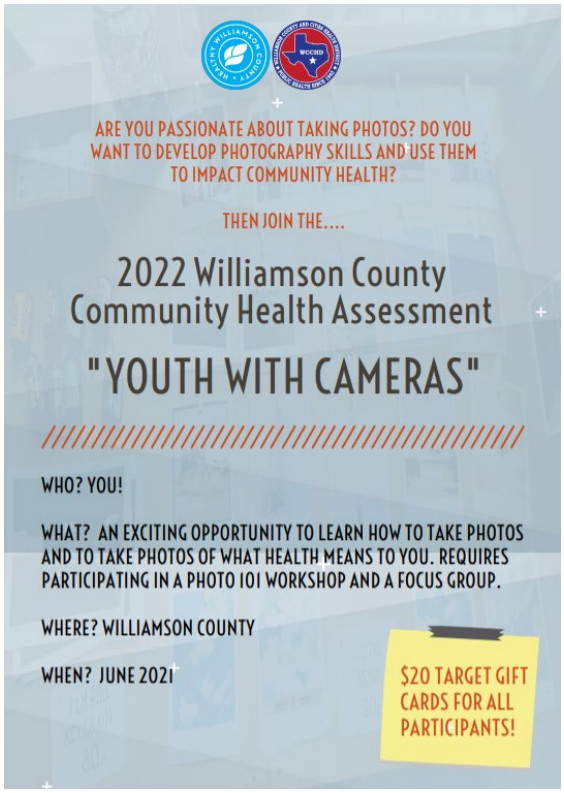


Figure 4: Expected (Williamson County) versus Observed (Survey) Collection by Williamson County Region



Williamson County Data Source: Claritas, 2021

Photovoice (also known as "Youth with Cameras")



The Community Health Assessment is designed to gather information from community leaders, experts, and members of all ages. This information is collected through numerous methods, from surveys and key informant interviews to formal data abstraction and analysis. The Community Health Survey conducted in May 2021 identified three areas of focus:

- Mental health and isolation
- Healthy eating and exercise
- Basic needs

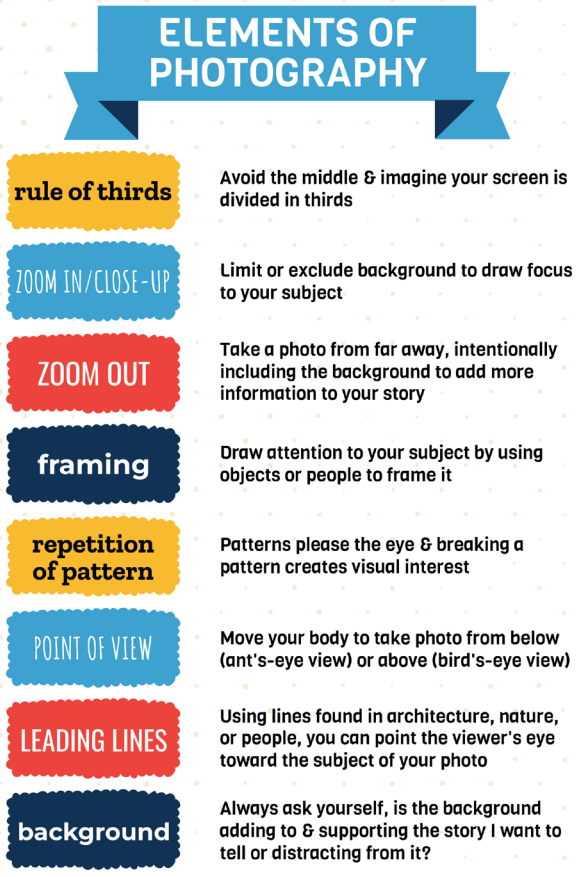
To gain more perspective on these areas, Williamson County and Cities Health District (WCCHD) conducted a Photovoice study in June 2021 to gather insights and ideas from youth in the community. Photovoice is a qualitative method of community-based participatory research that formulates narratives to describe health needs and solutions. WCCHD recruited youth photographers to enhance community leaders' understanding of challenges, strengths, and perspectives faced in the community. This initiative was called "Youth with Cameras" in Williamson County. Youth photographers were given $20 gift cards for participating.

WCCHD recruited youth by distributing flyers (pictured to the left) through community stakeholders.

Youth photographers were identified through partner organizations: Catalyst Collective, Boys and Girls Club of Georgetown, and The Georgetown Project.

- Catalyst Collective exists to help the next generation bring their unique purpose to life.
- Boys and Girls Club of Georgetown provides a safe space for youth to learn and grow, build relationships with adult professionals, and engage in life-enhancing programs and character development experiences.
- The Georgetown Project's NEST Empowerment Center is a safe haven that offers basic needs, counseling, academic, and enrichment support for Georgetown Independent School District high school students who are homeless, at risk, or living in transition.

After registration and parental consent were complete, there were two Zoom meetings with the photographers. The first was an introductory meeting, in which Meg Green of Safe Austin conducted a 90-minute "Photo 101" workshop to teach ten youth about photography composition and methods to capture meaningful pictures. Green's presentation was summarized in the "Elements of Photography" handout for students (pictured to the right).



Following the workshop, WCCHD investigators explained the three areas of focus that should serve as themes for photographers' pictures from their neighborhoods, home, and local community. Eight youth submitted their photographs to WCCHD over the next two weeks.

The second Zoom meeting was a one-hour focus group with the eight youth who submitted photographs. Three separate focus groups were held: two for youth in the Boys and Girls Club of Georgetown and The Georgetown Project, and one for youth in Catalyst Collective. During these focus groups, photographers were encouraged to use the SHOWD acronym to describe their pictures:

- S: What do you **see**? What is the first thing you notice?
- H: What is really **happening**?
- O: How is this related to **our** lives? Make it personal.
- W: **Why** does this condition exist?
- D: What are some things we can **do** about it?

Additional prompts for the discussions were:

- How does ____ affect you?
- Does ____ affect your community?
- What would you like to see done in your neighborhood? What is on your wish list?

Focus group discussions were recorded, transcribed, and analyzed in Appendix G: "Youth with Cameras" Photovoice Results.

Community and Stakeholder Focus Groups



An outside consultant, Texas Health Institute (THI), conducted two English-speaking focus groups of four to five individuals. A total of nine community residents participated across the county. Focus groups capturing lived experiences and voices were conducted among the following population groups:

- Participants included female residents of ZIP codes 78634 and 78628 with ages ranging from 30 to 65. Participants self-identified as Black/African American, White, and Not Hispanic/Latinx.
- Participants included male and female residents of ZIP codes 78729, 78681, and 78634 with ages ranging from 40 to 65+. Participants self-identified as Mexican/Mexican American/Chicano, Hispanic/Latinx/Spanish origin, White, Not Hispanic/Latinx, and Black/African American.

The CHA Task Force partnered with trusted organizations in the community to recruit participants, who received a $25 gift card for participating. Facilitators asked open-ended questions to allow participants to share their stories of health and wellness in the community.

A variety of potential focus groups were promoted during the months of September and October through community partners; however, there were many limitations that prevented them from being held. The COVID-19 pandemic has hampered the ability to hold in-person focus groups, limiting the participation of older adults and individuals with digital access issues. Many community partners have reduced participation from the community in their programs and services, resulting in their inability to recruit for focus groups. There is a general sense of COVID-19 fatigue among stakeholders and community members. Results of the focus groups are in Appendix I: Community Focus Group and Key Informant Results — Texas Health Institute.

Another outside consultant, IBM Watson Health — which facilitates health research using digital tools and analytics — conducted one stakeholder focus group of ten to 14 stakeholders. Stakeholders discussed strengths in and challenges to the community's health, access and barriers to good health, community partnerships, and opportunities to improve health in the community, then prioritized community health needs. Summaries are in Appendix J: Community Focus Group and Key Informant Results — IBM Watson Health.

Key Informant Interviews



Texas Health Institute conducted key informant interviews with nine stakeholders from the following organizations:

- Asian American Community Health Initiative
- Workforce Solutions Rural Capital Area
- Georgetown Chamber of Commerce (Hispanic Owned Business Circle)
- Williamson County Children's Advocacy Center
- Williamson County Indigent Care Program at WCCHD
- Dickey Museum & Multipurpose Center
- Georgetown Independent School District
- Harris-Ross Head Start

Key informants discussed strengths in and challenges to the community's health, access and barriers to good health, community partnerships, and opportunities to improve health in the community. Key informant notes are summarized in Appendix I: Community Focus Group and Key Informant Results — Texas Health Institute.

IBM Watson Health conducted seven additional surveys and conducted interviews with the following organizations to supplement the stakeholder focus group:

- Bluebonnet Trails Community Services
- City of Taylor
- Baylor Scott & White Health
- Community Resource Centers of Texas
- LifePark Center
- Sacred Heart Community Clinic
- United Way for Greater Austin

The COVID-19 pandemic required IBM Watson Health to conduct virtual focus groups, web-based video interviews, and telephone interviews as well as expand outreach through a web-based survey. Even with these additional efforts, many key informants were unable to participate due to the later surge of COVID-19 cases (including Delta variant cases) requiring their management, attention, and time. Key informants discussed strengths in and challenges to the community's health, access and barriers to good health, community partnerships, and opportunities to improve health in the community, then prioritized community health needs. Key informant notes are in Appendix J: Community Focus Group and Key Informant Results — IBM Watson Health.

Primary and Secondary Data Analysis



The CHA team obtained data from many secondary sources at the local, state, and national levels. Significant secondary data sources included:

- American Community Survey (ACS)
- Area Health Resource File (AHRF)
- Behavioral Risk Factor Surveillance System (BRFSS)
- Centers for Medicare & Medicaid Services (CMS)
- County Business Patterns (CBP)
- Feeding America
- Healthy Communities Institute (Conduent)
- National Center for Chronic Disease Prevention and Health Promotion (NCCDPHP)
- National Vital Statistics System (NVSS)
- Nielsen Claritas and SiteReports
- Texas Department of Family and Protective Services
- Texas Department of State Health Services (DSHS)
- Texas Education Agency (TEA)
- Texas Office of the State Demographer (OSD)
- Uniform Crime Reporting — FBI
- U.S. Census Bureau (Census)
- U.S. Department of Agriculture (USDA)

Primary data were also obtained from local organizations (listed below) and through the Social Determinants of Health and COVID-19 Vaccine Survey.

- Bluebonnet Trails Community Services
- Hill Country Community Ministries
- Lone Star Circle of Care
- United Way of Williamson County 2-1-1 Hotline
- Findhelp (formerly Aunt Bertha)

The CHA team used the Conduent Healthy Communities Institute (HCI) Data Scoring Tool to rank health topic areas from data on the Healthy Williamson County website, from which most secondary data were gathered. The tool provides a summary of indicator comparisons, which can be used to compare health and health-related issues in a specific community. Scores for indicators and topics are calculated by Conduent HCI's Indicator Management System. The results and methodology are in Appendix D: Conduent Healthy Communities Institute Data Scoring Tool Methodology and Results.

Prioritization of Health Equity Zones and Top Health Priorities.

The 2019 CHA identified health equity zones (HEZs) from available census tract–level measures related to poorer health outcomes. New HEZs will be updated once 2020 Census data are released. Health priorities were selected based on themes identified through the two Mobilizing for Action through Planning and Partnerships assessments as well as prioritization by the community and stakeholders through the Community Health Survey, focus groups, and key informant interviews.

Data Limitations

Community Health Status Assessment

The availability of data sources was the most significant limitation to the Community Health Status Assessment. The lengthy process of data collection, aggregation, and publication by multiple sources prevented access to comprehensive, recent data for the assessment. For some health indicators, the available data were several years old and may no longer be representative of the community. Data may be suppressed and/or limited for certain racial and ethnic groups due to small numbers of significant health events. This restricts the ability to identify disparities among subgroups, namely Asian Americans, American Indians/Alaska Natives, and Native Hawaiians/Pacific Islanders.

The CHA Task Force strived to include the most up-to-date data available, incorporating local data from the most recent full calendar year and certain secondary data from the past two years. However, the most recent data from some secondary data sources were collected more than two years before, limiting the ability to draw full conclusions based on recent data. While there was greater representation of local data from community organizations than in past Community Health Assessments, the CHA Task Force would like to include more local data to provide a truly comprehensive snapshot of health status in Williamson County.

The surveys collected were not geographically representative of Williamson County's population: the proportion of surveys collected from the North region is twice its share of the population, while the proportion of surveys collected from the West region is almost half its share of the population. The proportion of surveys collected from the South and East regions were more representative of their shares of the population.

Community Themes and Strengths Assessment

For the Community Themes and Strengths Assessment, assuring representation from all population groups and sectors in Williamson County proved challenging. Respondents to the Community Health Survey tended to be older, female, and White compared to the demographics of Williamson County. The survey lacked representation from vulnerable populations and minority groups and prevented individuals who have barriers to using the internet or technology from responding.

In accordance with social distancing guidelines during the COVID-19 pandemic, it was necessary to conduct virtual focus groups, which limited individuals with barriers to internet access from participating. Furthermore, it was very difficult to recruit participants despite promotion through community organizations, social media, and press releases. The CHA Task Force sought to conduct focus groups in Eastern Williamson County and among the Spanish-speaking population; however, participation was low, and no focus group was held solely in Spanish. The CHA Task Force planned to hold four community focus groups with Texas Health Institute, of which only two were held.

To compensate for the lack of representation of various populations, key informant interviews with stakeholders were held. Despite holding these virtually, many key informants were unable to participate due to the later surge of COVID-19 cases (including Delta variant cases) requiring their management, attention, and time. Bias in stakeholders' responses should be considered.

COMMUNITY HEALTH STATUS ASSESSMENT



CORE INDICATORS

Based on the NACCHO MAPP Framework

C1. Demographic Characteristics
C2. Socioeconomic Characteristics
C3. Health Resource Availability
C4. Quality of Life
C5. Behavioral Risk Factors
C6. Environmental Health Indicators
C7. Social and Mental Health
C8. Maternal and Child Health
C9. Death, Illness, and Injury
C10. Communicable Disease
C11. Sentinel Events
C12. COVID-19

Overview

The Community Health Status Assessment (CHSA) presents aggregate population-level data in the form of statistics, graphs, charts, and maps to define the health status of Williamson County. Data were obtained from many primary and secondary sources at the local, state, and national levels. The CHA Task Force collected primary data through online and household surveys as well as through focus groups, listening sessions, and Photovoice. Quotes from focus groups are included to provide lived experiences and real-world context to supplement quantitative findings. Secondary data include health indicators, which have been analyzed to compare rates or trends of health outcomes and determinants. The most up-to-date secondary data can be found at the Healthy Williamson County website (www.healthywilliamsoncounty.org). Rankings of topic areas of secondary health data highlighted on the website are found in Appendix D: Conduent Healthy Communities Institute Data Scoring Tool Methodology and Results.

The CHSA divides indicators into 11 broad categories based on the Mobilizing for Action for Planning and Partnerships framework's "Core Indicator List," with a 12th category for COVID-19. Comparisons are drawn between Williamson County and Texas health indicators, as well as applicable Healthy People 2030 targets. Healthy People 2030 is a nationwide set of ten-year health promotion and disease prevention goals established by the United States Department of Health and Human Services.[15] Achievements and gaps in health status are identified among race, ethnicity, age, gender, or socioeconomic groups within the county. Key findings are summarized at the end of each section to help stakeholders plan, implement, and establish evidence-based health improvements for specific geographic areas and residents of Williamson County.

For the purposes of this assessment, the non-Hispanic White population was referred to as "White," the non-Hispanic African American population was referred to as "Black," and the Asian American population as "Asian." The term "Hispanic" is used and does not distinguish by race, although the definition by the U.S. Census is "Hispanic White."

C1. Demographic Characteristics

The population of Williamson County continues to grow and expand as more people move to Central Texas. Williamson County's growth rate from 2011 to 2021 was 2.5 times that of the state of Texas. This rapid population growth results in a changing population landscape, which will influence the availability of health resources and services.

The tables, maps, and discussions in this section examine three key topic areas: demographic distribution, population change, and population projection. Demographic distribution describes gender, age, race, and ethnicity of Williamson County residents. Population change identifies growth and migration in the county, specifically by city and ZIP code. Lastly, population projection predicts county growth by 2050 for gender, age, race, and ethnicity. The continuous tracking of demographic trends will assist strategic planning and program development to address the health status of all Williamson County residents.

Demographic Distribution

The gender distribution in Williamson County is comparable to the gender distribution in Texas, with slightly more females (50.8%) than males (49.2%) in the county (Table 2).

Individuals ages 25 to 44 years make up the largest age group in the county (28.5%) and in Texas (27.5%) (Table 3). Additionally, individuals younger than age 18 years make up 24.9% of the county's population, like they do Texas' (25.5%).

In 2021, the largest racial/ethnic group in Williamson County was White (72.4%), followed by Asian American (8.2%), Other (7.7%), Black/African American (7.0%), American Indian/Alaska Native (0.7%), and Native Hawaiian/Pacific Islander (0.1%)

[15] "Healthy People 2030."

(Table 2). About one in four persons was Hispanic (25.7%). Compared to Texas', Williamson County's population has a higher percentage of White and Asian American persons and a lower percentage of Black/African American, Hispanic/Latino, and Other persons.

Table 2: Demographic Characteristics of Williamson County and Texas, 2021

Demographic Characteristics of Williamson County and Texas, 2021

Population	Williamson County	Texas
Population Count	613,104	29,570,729
Percent Growth from April 1, 2011, to January 2021	38.7%	15.3%
Sex		
Male	49.2%	49.6%
Female	50.8%	50.4%
Age		
<18	24.9%	25.6%
18-24	8.7%	9.9%
25-44	28.5%	27.5%
45-64	25.0%	23.6%
65+	12.9%	13.5%
Race		
White	72.4%	66.7%
Black/African American	7.0%	12.3%
Asian American	8.2%	5.3%
American Indian/Alaska Native	0.7%	0.7%
Native Hawaiian/Pacific Islander	0.1%	0.1%
Other	7.7%	11.6%
2+ Races	3.9%	3.3%
Ethnicity		
Hispanic/Latino	25.7%	40.9%
Non-Hispanic/Latino	74.3%	59.1%

Data Source: Claritas, 2021

Population Change

Between 2010 and 2020, the county's population grew by 45.6%, which is more than double the growth within Texas (17.8%) (Table 3). Liberty Hill, Leander, and Hutto lead the county in growth, with Liberty Hill reaching growth that is more than seven times the county growth rate and almost 20 times the state growth rate.

Table 3: Population Change in Williamson County and Texas, 2010–2020

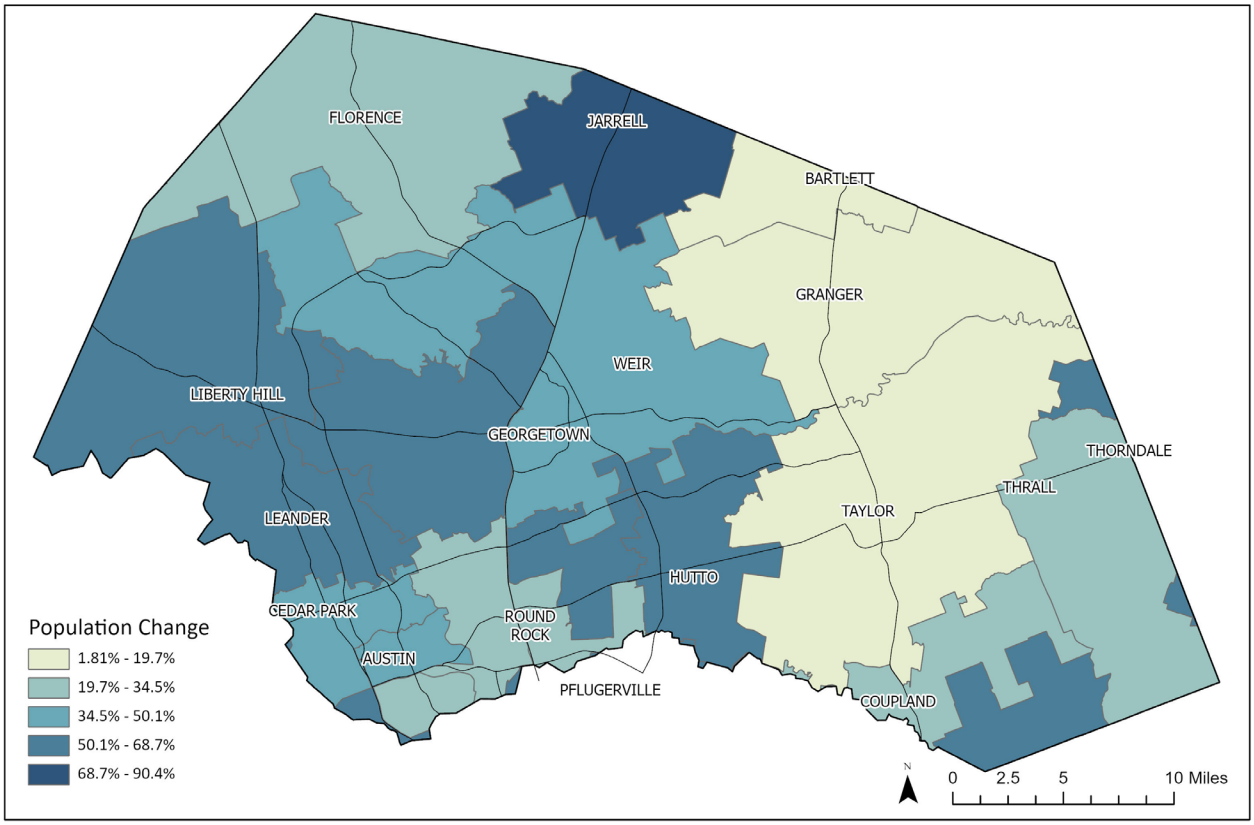
Population Change in Williamson County and Texas, 2010–2020

Geographic Area	2010 Pop.[1]	2020 Pop.[2]	% Growth 2010–2020
Texas	24,311,891	28,635,442	17.8%
Williamson County	391,715	570,437	45.6%
Cedar Park	44,877	77,181	72.0%
Georgetown	44,109	75,470	71.1%
Hutto	12,306	26,778	117.6%
Leander	23,295	60,613	160.2%
Liberty Hill	1,028	4,633	350.7%
Round Rock	93,092	128,812	38.4%
Taylor	14,928	17,291	15.8%

Data Sources: [1]American Community Survey (ACS), 2006–2010; [2]ACS, 2016–2020

Population change in Williamson County is broken down by ZIP code in Figure 5. All ZIP codes within Williamson County have experienced population growth from 2010 to 2021, ranging from 1.8% in 76511 (Bartlett) to 90.4% in 76537 (Jarrell). Other growing ZIP codes include 78634 (Hutto) at 65.0%, 78665 (Round Rock) at 68.7%, 78641 (Leander) at 60.3%, and 78642 (Liberty Hill) at 61.4%.

Figure 5: Population Change by ZIP Code in Williamson County, 2010–2021



Data Source: Claritas, 2021
Date Created: 7/22/2021

Population Projection

At the current rate of growth, the Office of the State Demographer predicts that the county's population will reach nearly 1.7 million residents by 2050 (Table 4). Williamson County is projected to experience population growth among multiple age, gender, and racial/ethnic groups. The percentage of females is projected to increase from 50.8% to 51.5% by 2050. Among the age groups, only the "65+" population is projected to increase, growing from 12.9% to 18.1%. The percentage of the population that is Hispanic/Latino is projected to increase from 24.4% to 27.1% by 2050, while the percentage of the population that is Asian American is projected to triple, from 6.8% to 25.5%. The percentage of the population that is White Non-Hispanic is projected to decrease from 59.4% to 36.3%.

Table 4: Population Projection by Demographic Characteristics in Williamson County, 2021 and 2050

Population Projection by Demographic Characteristics in Williamson County, 2021 and 2050

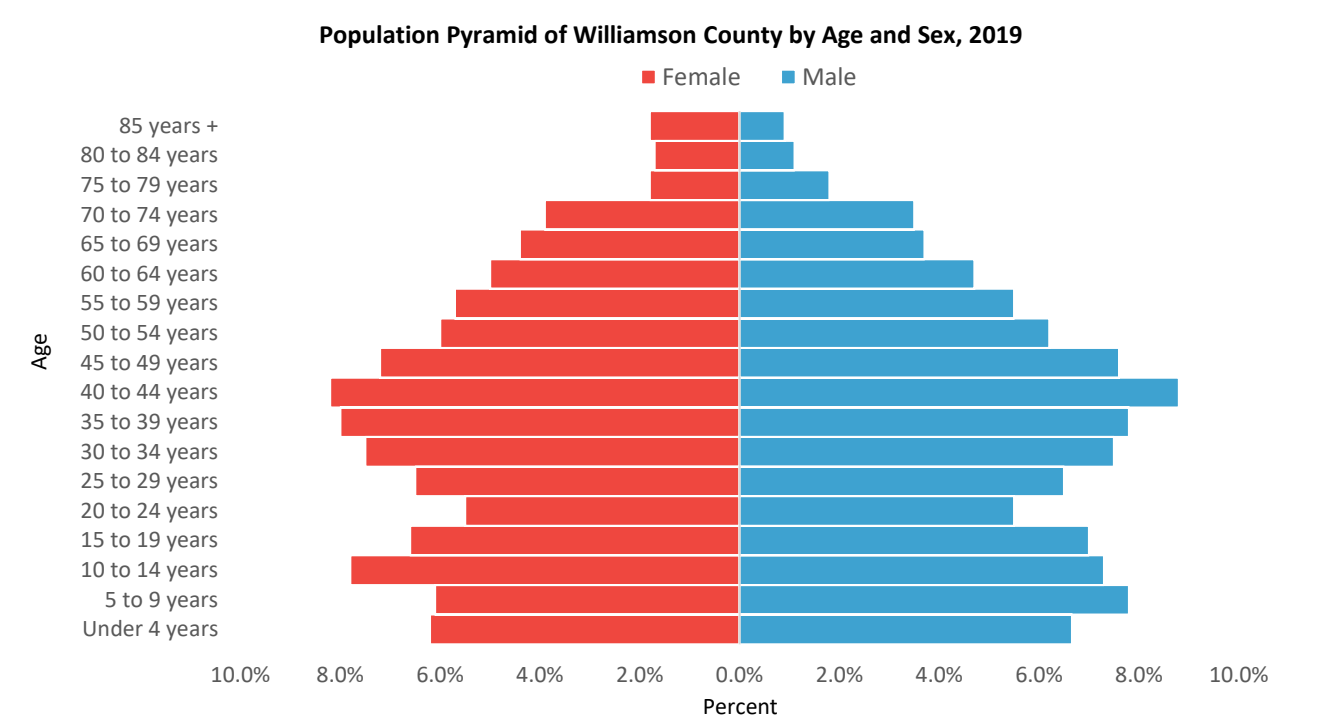
	2021[1]	2050[2]
Population	613,104	1,645,982
Sex		
Male	49.2%	48.5%
Female	50.8%	51.5%
Age		
<18	24.9%	23.9%
18–24	8.7%	7.6%
25–44	28.5%	28.1%
45–64	25.0%	22.3%
65+	12.9%	18.1%
Race/Ethnicity	**2019[3]**	**2050**
White (Non-Hispanic)	59.4%	36.3%
Hispanic/Latino	24.4%	27.1%
Black/African American (Non-Hispanic)	6.1%	6.6%
Asian American (Non-Hispanic)	6.8%	25.5%
Total Other	3.3%	4.5%
American Indian/Alaska Native (Non-Hispanic)	0.2%	N/A
Native Hawaiian/Pacific Islander (Non-Hispanic)	0.1%	N/A
Other	3.0%	N/A

*Notes: *Population Projections: 1.0 Migration Rate;* N/A*: Population Percentages and Projections Not Available.*

Data Sources: [1]Claritas, 2021; [2]Office of the State Demographer, 2050; [3]American Community Survey 5 Year Estimate, 2015–2019

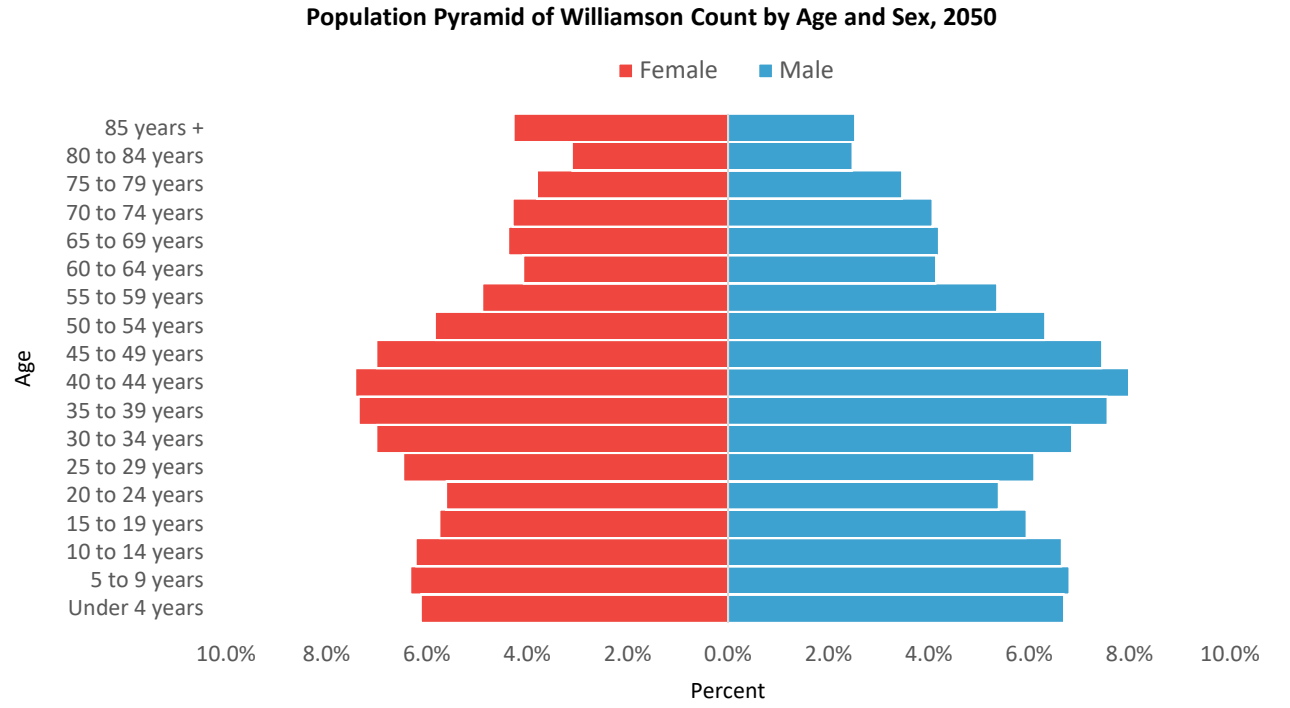
The figures below display population pyramids for Williamson County in 2019 (Figure 6) and 2050 (Figure 7). Population pyramids are used to display population distribution and predict population growth by gender and age groups.

Figure 6: Population Pyramid of Williamson County by Age and Sex, 2019



Data Source: Census, 2019

Figure 7: Population Pyramid of Williamson County by Age and Sex, 2050



Data Source: Office of the State Demographer, 2050

Language Spoken at Home

A large majority (73.7%) of Williamson County residents over the age of 5 years speak English at home, as compared to 62.2% of Texas residents (Table 5). Of the Williamson County residents who speak a language other than English at home (26.3%), 18.5% speak Spanish.

Table 5: Language Spoken at Home (Ages 5 and Over) in Williamson County and Texas, 2021

Language Spoken at Home (Ages 5 and Over) in Williamson County and Texas, 2021

Indicator	Williamson County	Texas
Speak only English	73.7%	62.2%
Speak a language other than English	26.3%	37.8%
Spanish	18.5%	31.7%

Data Source: Claritas, 2021

Key Findings

Williamson County has experienced rapid growth over the past 11 years and will continue to experience significant growth over the next three decades. This growth has the potential to cause a shortage of providers and services, placing greater demands on the healthcare system. In addition, health resources and programs will need to be structured around age, race, ethnicity, culture, language, and geography to accommodate residents of Williamson County. Below are key considerations for stakeholders responsible for healthcare system planning and development.

- **Growing numbers of people are moving to the county, especially to rural areas.** Those living in rural areas cite transportation as a major barrier to healthcare access. A lack of adequate transportation may result in rescheduled or missed appointments, delayed care, and missed or delayed medication use. This ultimately leads to poor management of chronic illness and health outcomes.[16] Programs should strongly consider expanding their services to rural areas to increase healthcare coverage and access.
- **Population growth is expected for those ages 65 and older.** This will increase the prevalence of chronic diseases in Williamson County, since "it has been well established that the incidence of chronic disease rises sharply with age

[16] Syed, Gerber, and Sharp, "Traveling towards Disease: Transportation Barriers to Health Care Access."

and that the majority of patients with a chronic ailment are over the age of 65 years." [17] Population aging is associated with an increasing healthcare expenditure. Future planning should consider chronic disease management, quality of life resources, and preventive healthcare for the aging population.

- **The Asian population is expected to triple and the White population is expected to decrease by 23 percentage points by 2050.** These findings should be considered when planning health improvement and intervention strategies. Although White and Asian populations have the same leading cause of morbidity and mortality, programs must be tailored to the target populations, which can be done by designing culturally competent interventions to strengthen awareness, knowledge, and access to clinical and preventive health resources and services. [18]

C2. Socioeconomic Characteristics

Socioeconomic characteristics include indicators that affect health status, such as median household income, poverty, unemployment, and education. When examined together, these indicators describe an individual's socioeconomic status. Research shows that socioeconomic status "is a consistent and reliable predictor of a vast array of outcomes across the life span, including physical and psychological health." [19]

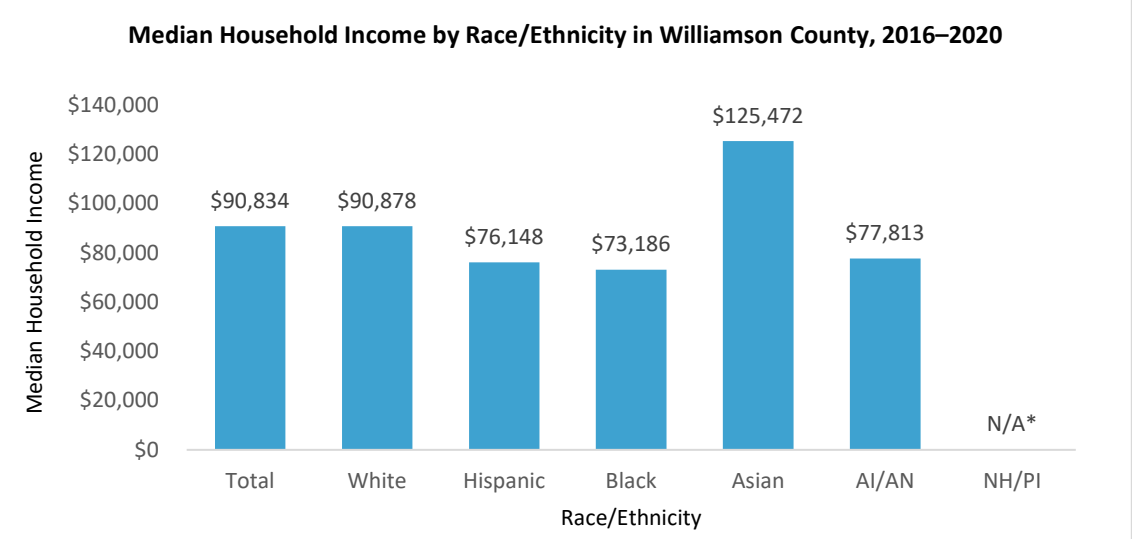
Median Household Income

Why is this important?

"Median household income reflects the relative affluence and prosperity of an area. Areas with higher median household incomes are likely to have more educated residents and lower unemployment rates. Higher employment rates lead to better access to health care and better health outcomes because many families get their health insurance through the employer. Areas with higher median household incomes also have higher home values and their residents enjoy more disposable income." [20]

Williamson County has a median household income of $90,834, which is about $27,000 more than the median household income for Texas ($63,826) (Figure 8). [21] The White ($90,878) and Asian ($125,472) populations have median household incomes above the Williamson County total. The Hispanic ($76,148), Black ($73,186), and American Indian and Alaska Native (AI/AN) ($77,813) populations have median household incomes below the county total.

Figure 8: Median Household Income by Race/Ethnicity in Williamson County, 2016–2020

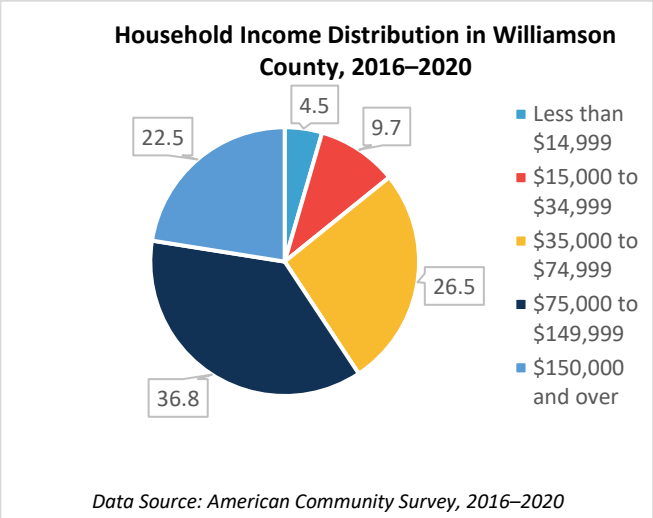


Data Source: American Community Survey, 2016–2020
*Note: *Reliable data not available*

[17] Prasad, Sung, and Aggarwal, "Age-Associated Chronic Diseases Require Age-Old Medicine: Role of Chronic Inflammation."
[18] "Profile: Asian Americans."
[19] "Work, Stress, Health and Socioeconomic Status."
[20] "Median Household Income."
[21] "Median Income in the Past 12 Months (in 2020 Inflation-Adjusted Dollars)."

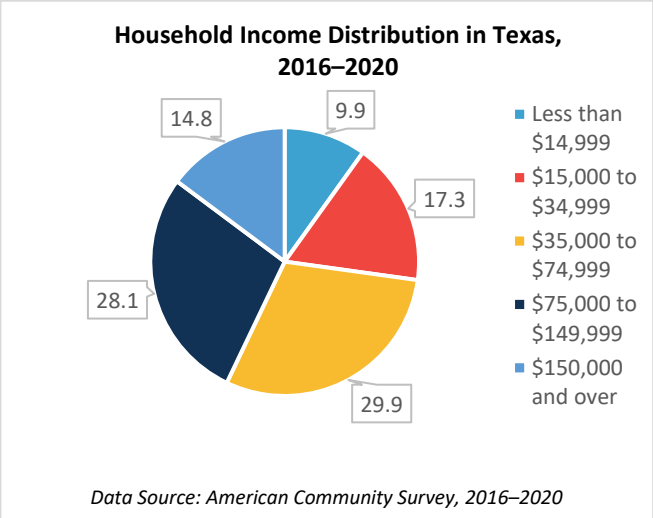
More than one in five (22.5%) Williamson County households earn more than $150,000, while about one in eight (14.2%) households earns less than $35,000 (Figure 9). Additionally, more than one in three (36.8%) households earn between $75,000 and $149,000, and about one in four (26.5%) households earns between $35,000 and $74,999. Compared to Texas, Williamson County has a higher percentage of households that earn $75,000 or more, while Texas has a higher percentage of households that earn less than $75,000 (Figure 9 and Figure 10).

Figure 9: Household Income Distribution in Williamson County, 2016–2020



Data Source: American Community Survey, 2016–2020

Figure 10: Household Income Distribution in Texas, 2016–2020



Data Source: American Community Survey, 2016–2020

Poverty

Why is this important?

"A high poverty rate is both a cause and a consequence of poor economic conditions. A high poverty rate indicates that local employment opportunities are not sufficient to provide for the local community. Through decreased taxes and buying power, poverty is associated with lower-quality schools and decreased business survival."[22]

Williamson County has a lower percentage (6.1%) of individuals living below the federal poverty line compared to Texas (14.2%) (Table 6). The percentage of adults ages 65 and older who are living in poverty is 5.4% in Williamson County and 10.7% in Texas. Of Williamson County adults ages 18 to 64 with any disability, 10.2% are living in poverty; in Texas, 20.0% are living in poverty. The percentage of youth under age 18 who are living in poverty is 6.3% in Williamson County and 20.0% in Texas.

Table 6: Percent of Residents Living Below the Federal Poverty Line (FPL) in Williamson County and Texas, 2016–2020

Percent of Residents Living Below the Federal Poverty Line (FPL) in Williamson County and Texas, 2016–2020

Indicator	Williamson County	Texas
People Living Below FPL	6.1%	14.2%
People 65+ Living Below FPL	5.4%	10.7%
People with a Disability Living Below FPL	10.2%	20.0%
Children Under 18 Living Below FPL	6.3%	20.0%

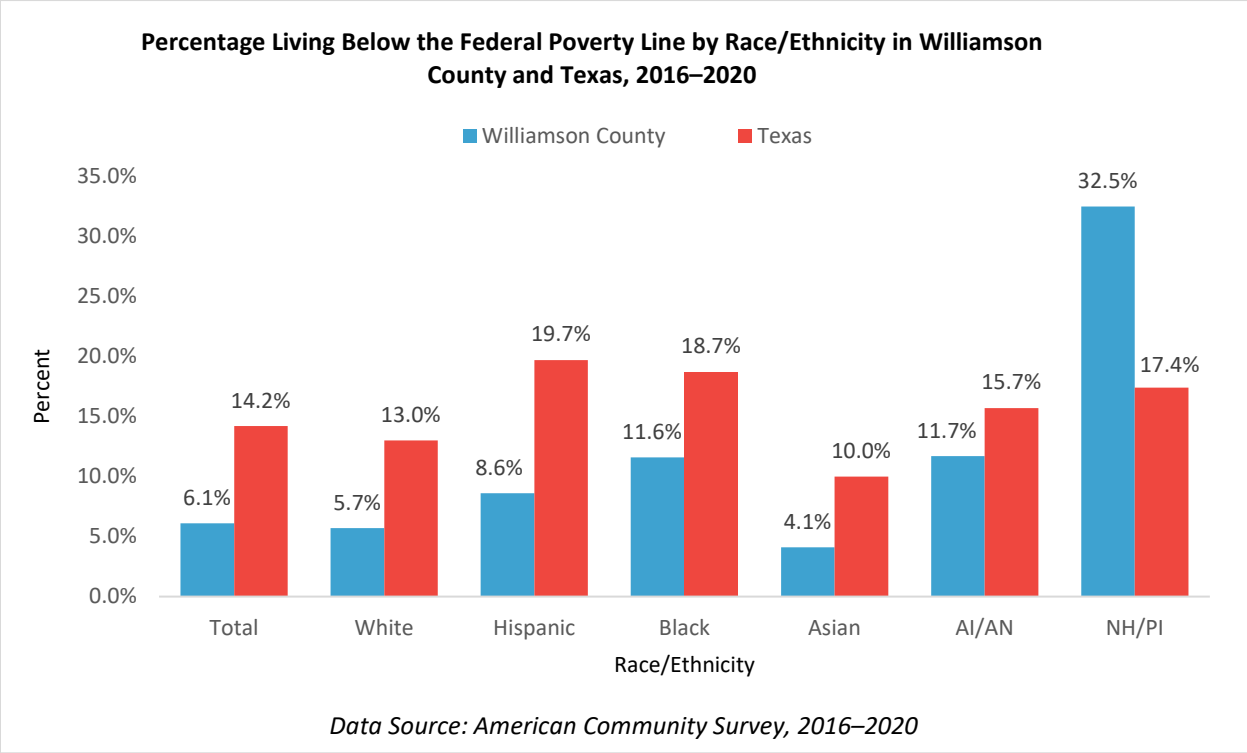
Data Source: American Community Survey, 2016–2020

Williamson County has lower percentages of residents living below the federal poverty line across most racial/ethnic groups compared to Texas (Figure 11). In Williamson County, the percentages of residents living in poverty among the White (5.7%) and Asian (4.1%) populations are lower than the overall county value of 6.1% (Figure 11). In contrast, the percentages of residents living in poverty among the Hispanic (8.6%), Black (11.6%), American Indian and Alaska Native (AI/AN) (11.7%), and Native Hawaiian and Pacific Islander (NH/PI) (32.5%) populations in Williamson County are higher than the overall county

[22] "Families Living Below Poverty Level."

value. The percentage of the NH/PI population that is living in poverty is far higher than the percentages among all other racial/ethnic groups and is the only racial/ethnic group of which the percentage of the population living in poverty is higher than that in Texas (17.4%).

Figure 11: Percentage Living Below the Federal Poverty Line by Race/Ethnicity in Williamson County and Texas, 2016–2020



Data Source: American Community Survey, 2016–2020

Unemployment

Why is this important?

On the effects of unemployment, Healthy Williamson County writes:

> The unemployment rate is a key indicator of the local economy. Unemployment occurs when local businesses are not able to supply enough and/or appropriate jobs for local employees and/or when the labor force is not able to supply appropriate skills to employers. A high rate of unemployment has personal and societal effects. During periods of unemployment, individuals are likely to feel severe economic strain and mental stress. Unemployment is also related to access to health care, as many individuals receive health insurance through their employer. A high unemployment rate places strain on financial support systems, as unemployed persons qualify for unemployment benefits and food stamp programs.[23]

About five percent (4.5%) of the Williamson County workforce ages 16 and older is unemployed, compared to 6.4% in Texas (Table 7). Williamson County has the same percentage of veterans unemployed (4.6%) as Texas (4.6%).

Table 7: Percentage of Civilian Workforce Unemployed in Williamson County and Texas, 2021

Percentage of Civilian Workforce Unemployed in Williamson County and Texas, 2021

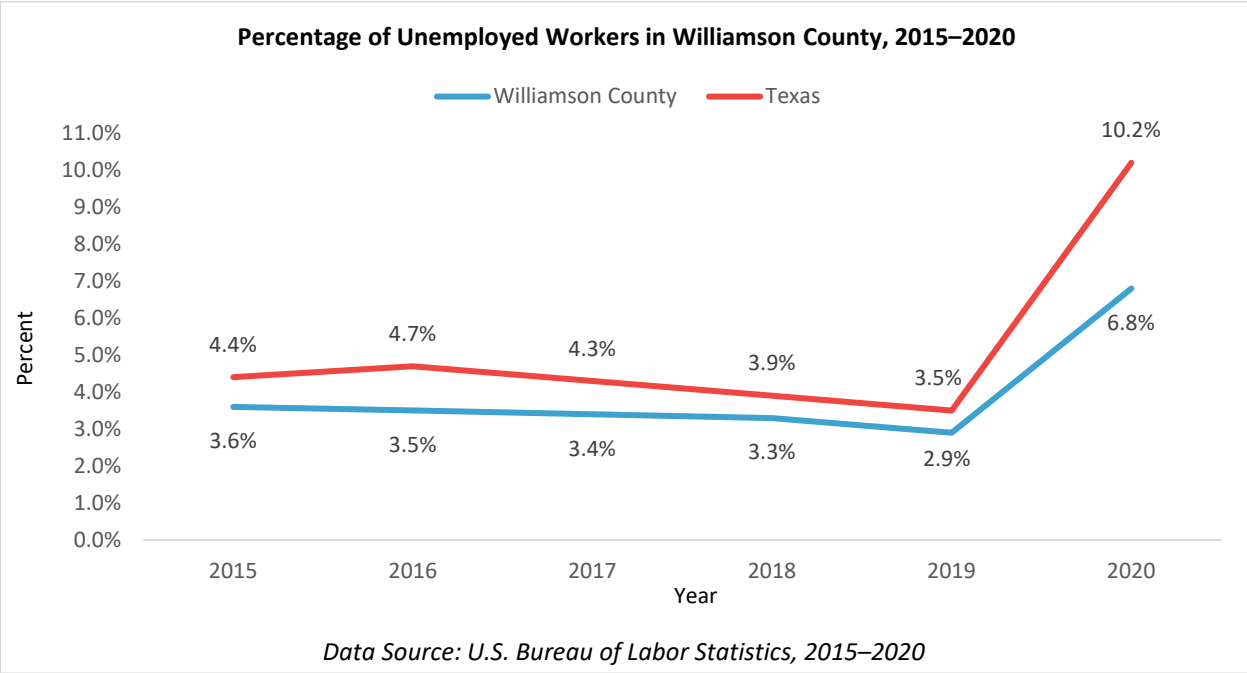
Indicator	Williamson County	Texas
Unemployment-civilian*[1]	4.5%	6.4%
Unemployment-Veterans[2]	4.6%	4.6%

*Notes: *Unemployment Rate as of April 1st, 2021*
Data Sources: [1]U.S. Bureau of Labor Statistics, 2021; [2]American Community Survey, 2016–2020

[23] "Unemployed Workers in Civilian Labor Force."

Between 2015 and 2020, unemployment rates among the civilian workforce were lower in Williamson County than in Texas (Figure 12). However, the percentage of unemployed workers in Williamson County increased from 3.6% in 2013 to 6.8% in 2020.

Figure 12: Percentage of Unemployed Workers in Williamson County and Texas, 2015–2020



Data Source: U.S. Bureau of Labor Statistics, 2015–2020

Educational Attainment

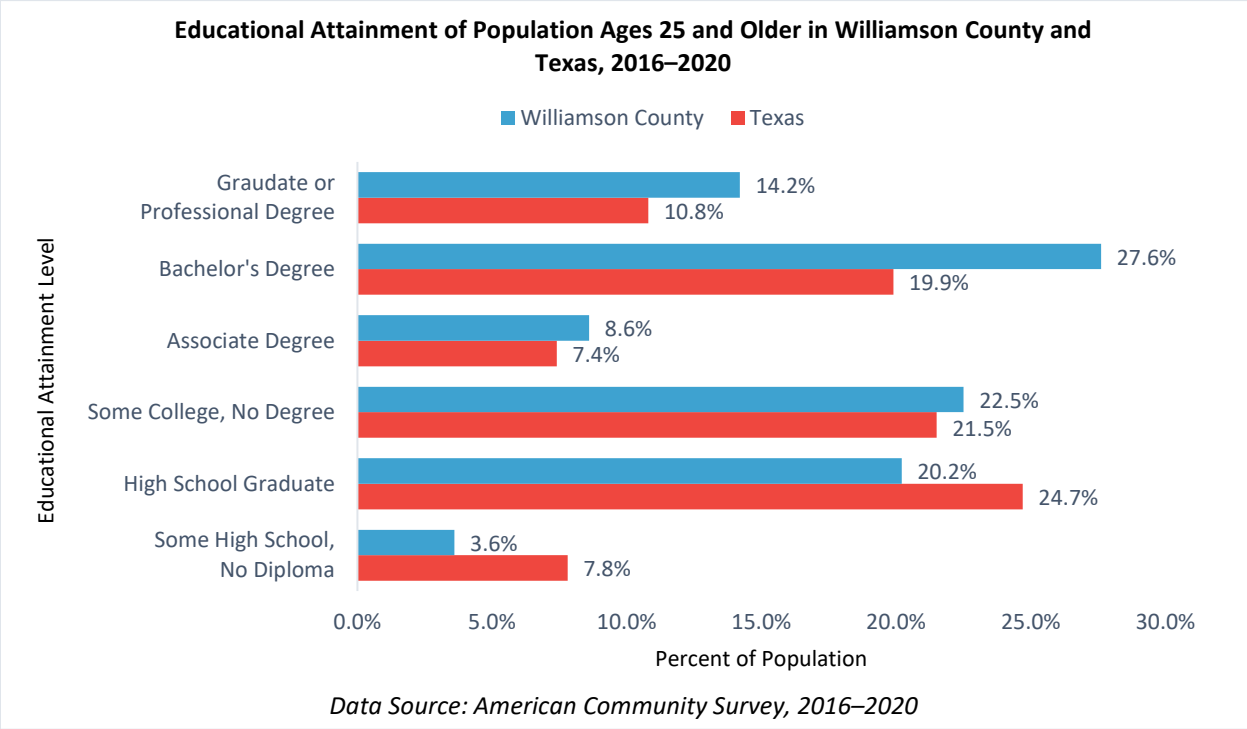
Why is this important?

"Graduating high school is an important personal achievement and is essential for an individual's social and economic advancement. Graduation rates are also an important indicator of the performance of the educational system."[24]

About 73% of Williamson County adults ages 25 years and older have attained some college- or higher-level education (combined percentages with a graduate or professional, bachelor's, or associate degree, or some college), which is higher than Texas (about 60%) (Figure 13). In Williamson County, about one in 25 residents has some high school education but no diploma (3.6%), and about one in five residents has obtained a high school diploma (20.2%). About one in four residents has some college experience but no degree (22.5%). About one in twelve has an associate degree (8.6%), one in four has a bachelor's degree (27.6%), and one in seven has a master's or doctoral degree (14.2%).

[24] "Veterans With a High School Degree or Higher."

Figure 13: Educational Attainment of Population Ages 25 and Older in Williamson County and Texas, 2016–2020



Data Source: American Community Survey, 2016–2020

Basic Needs

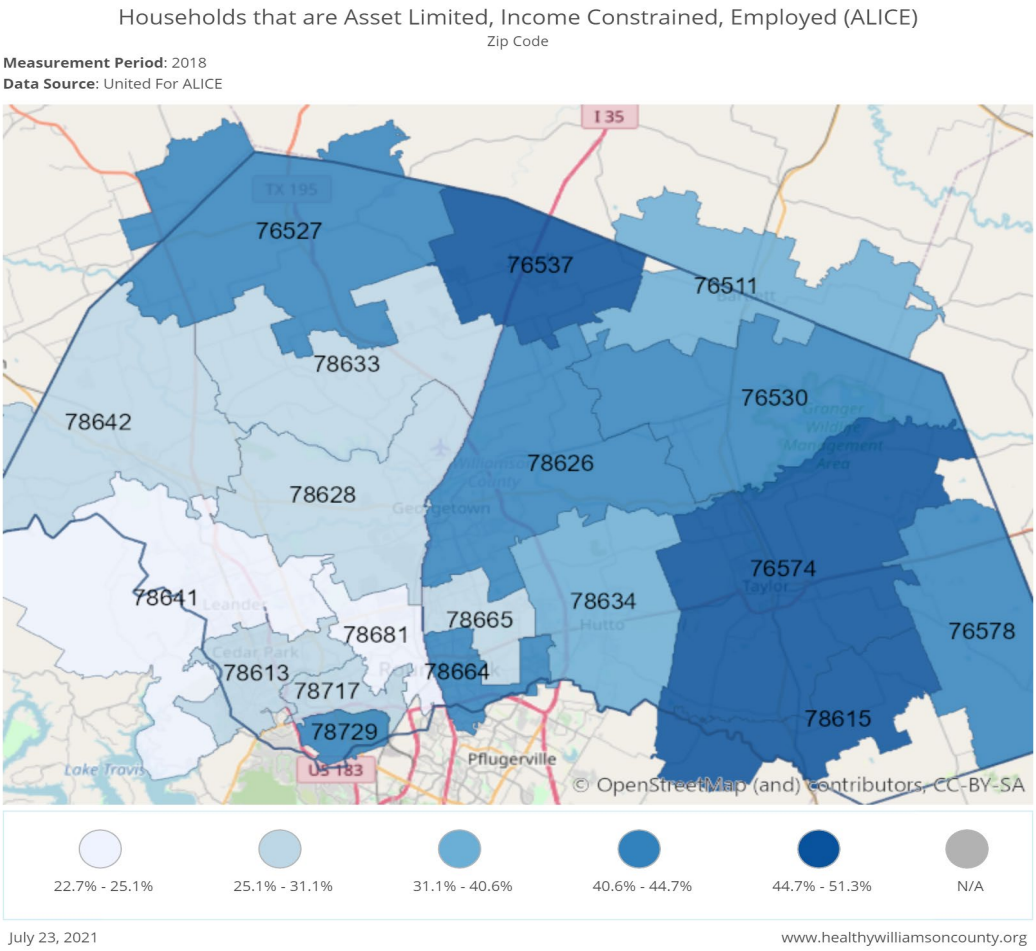
Why are these important?

The abbreviation ALICE stands for Asset Limited, Income Constrained, Employed. "ALICE households represent men and women of all ages and races who are working but unable to afford the basic necessities of housing, food, childcare, health care, and transportation due to the lack of jobs that can support basic necessities and increases in the basic cost of living."[25] In Williamson County, 33.1% of households are ALICE, which is higher than the Texas value (30.0%).

According to Figure 14, there are higher percentages of ALICE households east of Interstate 35. The highest percentages of households that are ALICE are in ZIP codes 76574 (51.3%), 78615 (49.7%), and 76537 (48.5%).

[25] "Households That Are Asset Limited, Income Constrained, Employed (ALICE)."

Figure 14: Households that are Asset Limited, Income Constrained, Employed (ALICE), 2018



Local Spotlight: United Way of Williamson County 2-1-1 Hotline

United Way of Williamson County is focused on "the health, financial stability and education of every person in every Williamson County community." They do so "by strategically investing in education, financial stability, health and basic needs programs and resources that serve people [and] communities."[26] The 2-1-1 hotline, operated by United Ways across Texas, connects "people with services and resources in their local communities, including people who need financial or other assistance as a result of lost wages from event cancellations, business closures, and quarantines."[27]

In the first and second quarters of 2021, 2-1-1 received calls for 8,967 needs in Williamson County. The top needs are listed in Table 8. Figure 15 shows the number of calls by Williamson County ZIP code in 2020. The highest number of calls is from ZIP code 78664, followed by 78613 and 78641.

Table 8: Top 2-1-1 Needs in Williamson County, 2021

Top 2-1-1 Needs in Williamson County, 2021

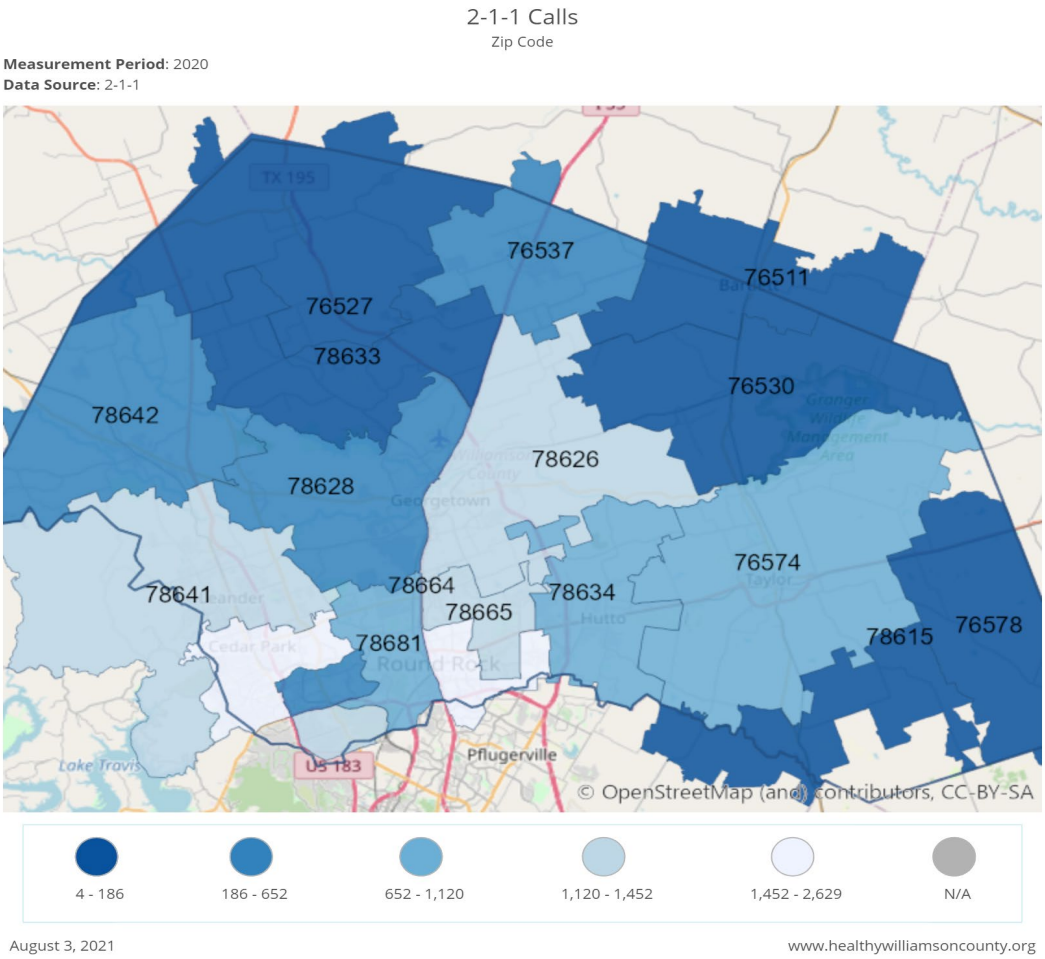
Top Needs	Number of Calls
COVID-19 Immunization Clinics	1067
Rent Payment Assistance	669
Rent Payment Assistance * COVID-19	625
Vaccine Information * COVID-19	578
Electric Service Payment Assistance	468

Data Source: United Way of Williamson County, January–June 2021

[26] "Frequently Asked Questions."

[27] "211 Is Here for Texas Information."

Figure 15: 2-1-1 Calls by ZIP Code in Williamson County, 2020



Local Spotlight: findhelp

Findhelp (formerly Aunt Bertha) is "a community resource and social services finder often used by Williamson County organizations and residents searching for support services."[28] In the first and second quarters of 2021, people conducted 19,910 searches on findhelp. The top search terms are in Table 9.

Table 9: Most Common Search Terms in findhelp, 2021

Most Common Search Terms in findhelp, 2021

Top Search Terms	Number of Searches
Help pay for housing	1,130
Help pay for utilities	501
Help find housing	381
Housing vouchers	260
Emergency food	213

Data Source: findhelp, January–June 2021

Figure 16 displays the number of findhelp searches in each ZIP code of Williamson County. The highest number of searches was in ZIP code 78664, followed by 78626 and 78665. Figure 17 displays the percentage of findhelp searches by category in Williamson County. The top categories include housing (43%) and health (21%).

[28] "Aunt Bertha Searches."

Figure 16: Findhelp Searches by ZIP Code in Williamson County, 2018–2020

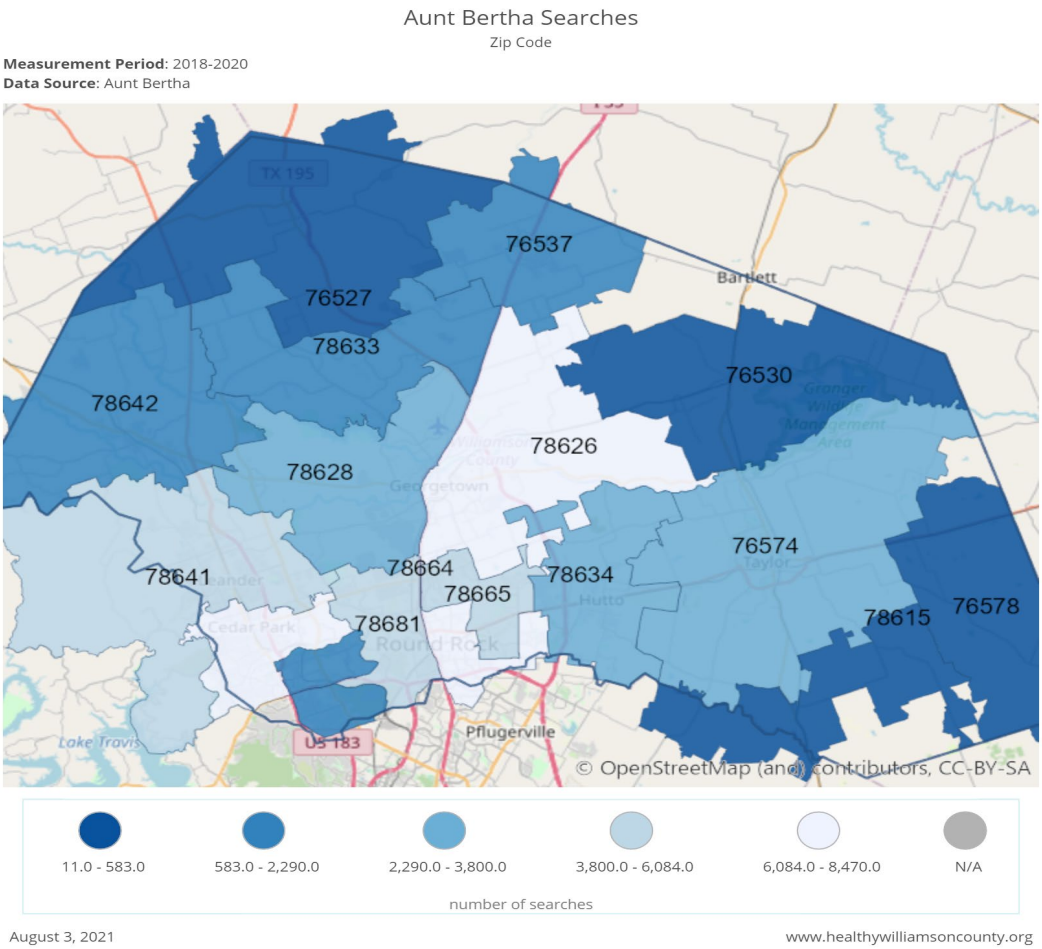
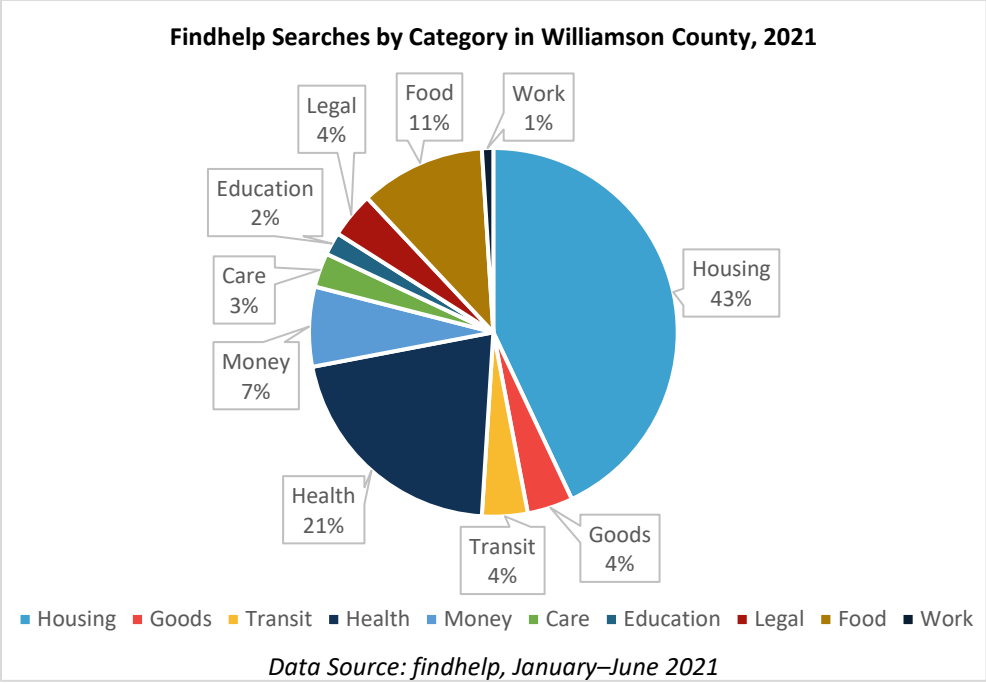


Figure 17: Findhelp Searches by Category in Williamson County, 2021



Data Source: findhelp, January–June 2021

Key Findings

Although Williamson County fares better than Texas in terms of median household income, poverty, unemployment, and education, many socioeconomic factors should still be considered and addressed. Certain populations have substantially worse socioeconomic status compared to others. This is described in further detail below.

- **One out of three households in the county works but cannot afford basic needs.** "These households struggle to manage even their most basic needs — housing, food, transportation, childcare, health care, and necessary technology." [29] Many people using the 2-1-1 hotline and findhelp need help with COVID-19, housing, rent, utilities, and food.
- **Nearly twice as many adults with disabilities live below the poverty line as the general adult population.** "Persons with a disability are more likely to live in poverty as compared to the rest of the population. The poverty rate is especially high among persons with long-term disabilities. Without adequate income, individuals with disabilities may not be able to afford necessary expenses, such as rent or mortgage, utility bills, medical and dental care, and food. People with disabilities living below the poverty level are more likely to experience material hardship in comparison to others living in poverty." [30]
- **6.3% of youth experience poverty, which equates to 10,544 children**. "Family income has been shown to affect a child's well-being in numerous studies. Compared to their peers, children in poverty are more likely to have physical health problems like low birth weight or lead poisoning and are more likely to have behavioral and emotional problems. Children in poverty also tend to exhibit cognitive difficulties, as shown in achievement test scores, and are less likely to complete basic education." [31]
- **5.4% of older adults experience poverty, which equates to 3,728 people ages 65 years and older**. Older adults "who live in poverty are an especially vulnerable group due to increased physical limitations, medical needs, and social isolation. [Older adults] often live on a fixed income from pensions or other retirement plans and social security. If this income is insufficient in the face of increasing prescription costs and other costs of living, most [older adults] have no way to supplement their income. Retirement plans may be vulnerable to fluctuations in the stock market as well; the increasing reliance of retirees on stock market–based retirement plans may explain why more [older adults] nationwide are now slipping into poverty." [32]
- **The Native Hawaiian and Pacific Islander, American Indian and Alaska Native, Black, and Hispanic populations have the highest rates of poverty.** These groups have median household incomes below the overall county value and/or higher percentages of the population living in poverty than the overall population of Williamson County. "Income inequality is the largest factor contributing to higher poverty rates." [33]

The findings in this section provide evidence for increased efforts to reduce poverty among high-risk groups.

C3. Health Resource Availability

Indicators in this section include the availability of healthcare providers and Federally Qualified Health Centers (FQHCs), preventable hospitalizations, and health insurance coverage. Deficiencies in these areas of the healthcare system may cause delayed or missed care, leading to serious and potentially fatal health outcomes.

Provider Access

Why is this important?

Access to healthcare providers — specifically primary care physicians, mental health providers, and dentists — increases the likelihood that individuals will receive preventive care that mitigates long-term health complications. Increasing healthcare provider access is an important step in reducing health disparities.

[29] "Frequently Asked Questions."
[30] "Persons With a Disability."
[31] "Children Living Below Poverty Level."
[32] "People 65+ Living Below Poverty Level."
[33] "Quick Facts."

Table 10: Provider Access in Williamson County and Texas

Provider Access in Williamson County and Texas

Indicator	Williamson County	Texas
Primary Care Provider Ratio[1]	1,430:1	1,640:1
Dentist Ratio[2]	1,770:1	1,680:1
Mental Health Provider Ratio[3]	830:1	830:1

Data Sources: [1]County Health Rankings, 2018; [2]County Health Rankings, 2019; [3]County Health Rankings, 2020

Findings based on Table 10:

- For every primary care provider in Williamson County, there are 1,430 residents, which is lower than the ratio in Texas (1,640:1).
- For every dentist in Williamson County, there are 1,770 residents, which is higher than the ratio in Texas (1,680:1).
- For every mental health provider in Williamson County, there are 830 residents, which is equal to the ratio in Texas (830:1).

Federally Qualified Health Centers

Why are these important?

Federally Qualified Health Centers (FQHCs) "provide comprehensive health care services to underserved communities. Many of the Texans they serve are indigent, uninsured and underserved. Increasingly more FQHCs offer additional services, such as dental, mental health and/or substance use disorder treatment. Services are provided to Medicare, Medicaid, CHIP, Insured and Uninsured individuals. Patients may be eligible for discounted services on a Sliding Fee Scale based on their family size and income. Additionally, FQHCs cannot deny services due to an inability to pay."[34]

Local Spotlight: Lone Star Circle of Care

In Williamson County, Lone Star Circle of Care (LSCC) is the local Federally Qualified Health Center with many locations across the county. In 2020, LSCC served 38,414 residents in Williamson County. Out of 133,735 encounters, one in three was related to pediatrics and one in five was related to each of family practice and mental health (Table 11).

About half of LSCC's patients were Hispanic (51.5%) (Table 12), and almost two in three were White, Hispanic or Non-Hispanic (Table 13). About one in three was uninsured (29.3%), and two in five had Medicaid or the Children's Health Insurance Program (CHIP) (44.2%) (Table 14). The top medical conditions treated were overweight and obesity, followed by depression and anxiety (Table 15).

Table 11: Total Number of Encounters for Williamson County Patients by Service Line at Lone Star Circle of Care, 2020

Total Number of Encounters for Williamson County Patients by Service Line at Lone Star Circle of Care, 2020

Service Line	Count	Percent
Mental Health	24,060	18.0%
Pediatrics	45,151	33.8%
Convenient Care	1,769	1.3%
Senior	4,739	3.5%
Family Practice	27,820	20.8%
OBGYN	21,579	16.1%
Dental	7,254	5.4%
Optometry	1,373	1.0%
Total	**133,745**	**100%**

Data Source: Lone Star Circle of Care, 2020

[34] "Texas Primary Care Office (TPCO) - Federally Qualified Health Centers."

Table 12: Ethnicity of Lone Star Circle of Care Patients in Williamson County, 2020

Ethnicity of Lone Star Circle of Care Patients in Williamson County, 2020

Ethnicity	Count	Percent
Not Hispanic or Latino	16,500	43.0%
Hispanic or Latino	19,802	51.5%
Unreported/Refused To Report	2,112	5.5%
Total	**38,414**	**100%**

Data Source: Lone Star Circle of Care, 2020

Table 13: Race of Lone Star Circle of Care Patients in Williamson County, 2020

Race of Lone Star Circle of Care Patients in Williamson County, 2020

Race	Count	Percent
Black or African American	3,925	10.2%
American Indian or Alaska Native	436	1.1%
White	23,936	62.3%
Native Hawaiian/Other Pacific Islander	84	0.2%
Unreported/Refused To Report	7,711	20.1%
More Than One Race	931	2.4%
Asian	1,391	3.6%
Total	**38,414**	**100%**

Data Source: Lone Star Circle of Care, 2020

Table 14: Insurance Status of Lone Star Circle of Care Patients in Williamson County, 2020

Insurance Status of Lone Star Circle of Care Patients in Williamson County, 2020

Insurance	Count	Percent
Uninsured	11,263	29.3%
Medicaid	14,867	38.7%
CHIP	2,129	5.5%
Commercial	8,193	21.3%
Medicare	1,962	5.1%
Total	**38,414**	**100%**

Data Source: Lone Star Circle of Care, 2020

Table 15: Medical Conditions Treated by Lone Star Circle of Care in Williamson County, 2020

Medical Conditions Treated by Lone Star Circle of Care in Williamson County, 2020

Condition	Patient Count	Encounter Count
Asthma	1,858	2,902
Chronic obstructive pulmonary diseases	404	660
Diabetes	2,599	6,416
Heart Disease	506	838
Hypertension	4,672	9,691
Overweight and Obesity	14,101	25,199
Depression	3,557	16,888
Anxiety	3,056	14,937
Other Mental Disorders	2,615	8,725

Data Source: Lone Star Circle of Care, 2020

Between August 2020 and July 2021, LSCC evaluated social determinants of health (basic and mental health needs) of their patients through the PRAPARE survey tool (Table 16). Lone Star Circle of Care surveyed 9,116 individuals and identified 8,424 needs. Most surveys were collected through clinics in Round Rock, followed by Georgetown and Cedar Park. The top identified needs for all survey participants were mental health needs: social isolation (30.9%) and stress (26.7%). Following those were basic needs: financial (8.9%), housing (8.7%), and transportation (5.6%).

Table 16: Mental Health and Basic Needs Identified through PRAPARE Survey, 2020–2021

	Georgetown		Round Rock		Hutto		Taylor		Cedar Park		Total	
	Count	%	Count	%	Count	%	Count	%	Count	%	Count	%
Mental Health Needs												
Social Isolation	826	29.3%	1,265	32.0%	2	22.2%	163	30.2%	346	31.2%	**2,602**	30.9%
Stress	770	27.4%	1,037	26.2%	4	44.4%	138	25.6%	298	26.8%	**2,247**	26.7%
Basic Needs												
Transportation	171	6.1%	217	5.5%	1	11.1%	27	5.0%	56	5.0%	**472**	5.6%
Housing	244	8.7%	337	8.5%	-	0.0%	56	10.4%	93	8.4%	**730**	8.7%
Financial	234	8.3%	358	9.1%	-	0.0%	58	10.8%	103	9.3%	**753**	8.9%
Food	110	3.9%	141	3.6%	1	11.1%	15	2.8%	42	3.8%	**309**	3.7%
Phone	86	3.1%	97	2.5%	-	0.0%	15	2.8%	28	2.5%	**226**	2.7%
Utilities	102	3.6%	135	3.4%	1	11.1%	21	3.9%	41	3.7%	**300**	3.6%
Clothing	93	3.3%	120	3.0%	-	0.0%	14	2.6%	35	3.2%	**262**	3.1%
Healthcare	139	4.9%	199	5.0%	-	0.0%	25	4.6%	52	4.7%	**415**	4.9%
Childcare	40	1.4%	45	1.1%	-	0.0%	7	1.3%	16	1.4%	**108**	1.3%
Total Identified Needs	2,815		3,951		9		539		1,110		**8,424**	
Total # Surveys	2,996		4,236		5		676		1,203		**9,116**	

Data Source: Lone Star Circle of Care PRAPARE Social Determinants of Health Survey, August 2020–July 2021

Preventable Hospitalizations

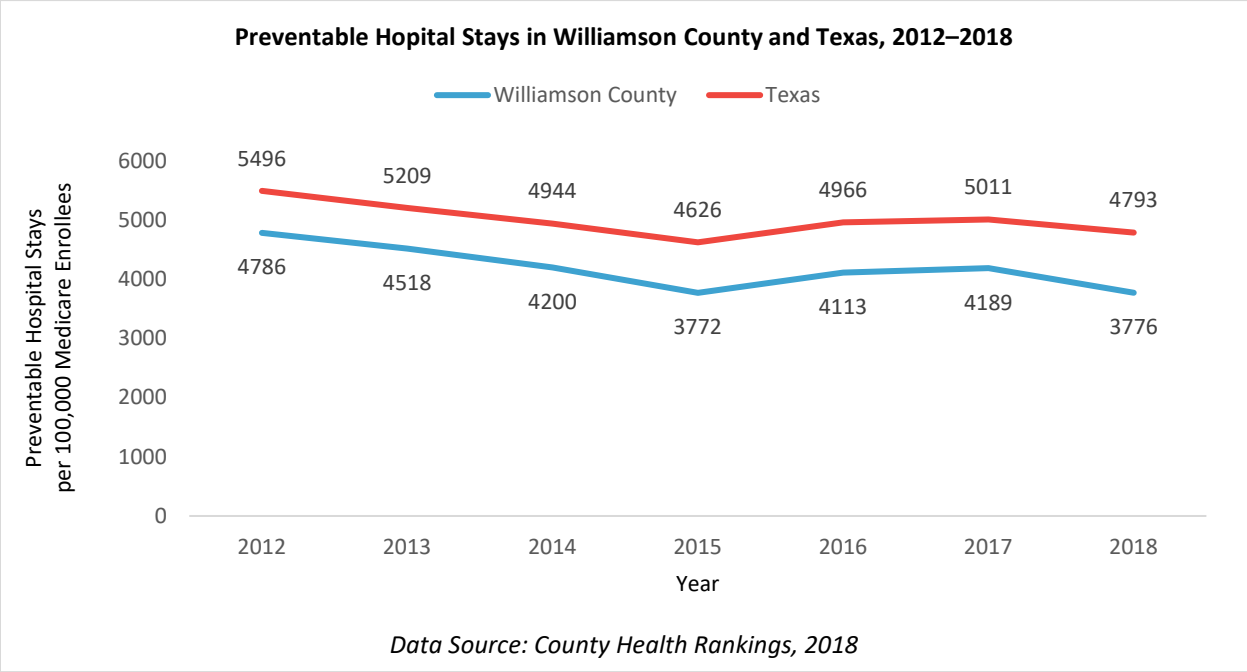
Why is this important?

"Hospitalization for ambulatory-care sensitive conditions, diagnoses usually treatable in outpatient settings, suggests that the quality of care provided in the outpatient setting was less than ideal. This measure may also represent a tendency to overuse emergency rooms and urgent care as a main source of care." [35]

In 2018, there were 3,776 preventable hospital stays per 100,000 fee-for-service Medicare enrollees in Williamson County, which is lower than the rate in Texas (4,793 per 100,000 fee-for-service Medicare enrollees) (Figure 18). Annual reported preventable hospital stays for Medicare enrollees in Williamson County have remained lower than Texas rates from 2012 to 2018. Furthermore, both Williamson County and Texas have seen an overall decrease in preventable hospital stays.

[35] "Preventable Hospital Stays."

Figure 18: Preventable Hospital Stays in Williamson County and Texas, 2012–2018



Data Source: County Health Rankings, 2018

Health Insurance

Why is this important?

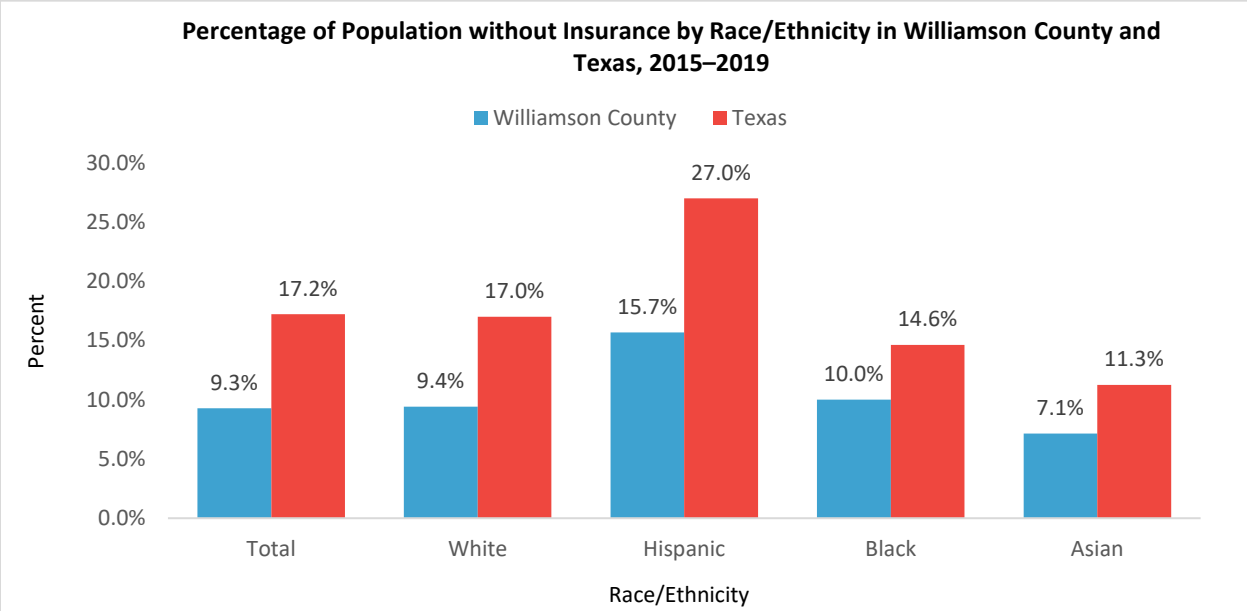
Health insurance is important to improving access to care. In the United States, medical costs are exceptionally high, so "people without health insurance may not be able to afford important medical treatments or prescription drugs. They are also less likely to get routine checkups and screenings, so if they do become ill, they will not seek treatment until the condition is more advanced and therefore more difficult and costly to treat." People often receive health insurance through their employer, but "many small businesses are unable to offer health insurance to their employees due to rising health insurance premiums." [36]

Figure 19 displays the percentage of the population that is without health insurance in Williamson County (9.3%) and Texas (17.2%). When stratified by race/ethnicity, 15.7% of the Hispanic population in Williamson County did not have health insurance, as compared to 9.4% of the White population, 7.1% of the Asian population, and 10% of the Black population.

Figure 20 displays the percentage of the population under age 18 that is without health insurance in Williamson County (6.1%) and Texas (10.9%).

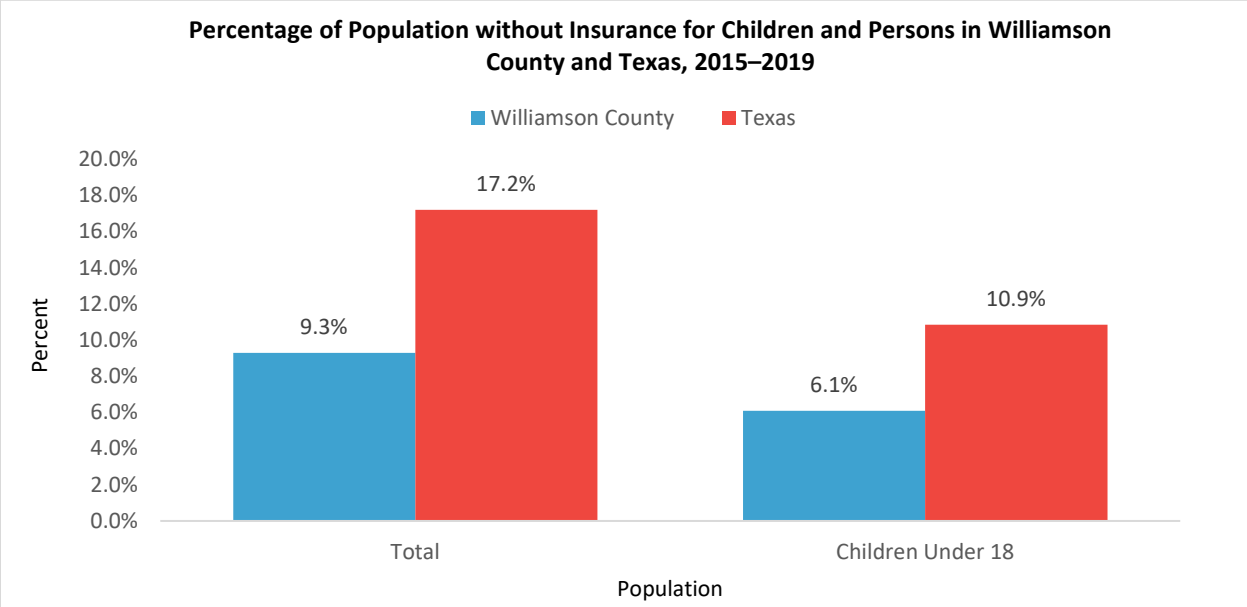
[36] "Adults with Health Insurance."

Figure 19: Percentage of Population without Insurance by Race/Ethnicity in Williamson County and Texas, 2015–2019



Data Source: American Community Survey, 2015–2019

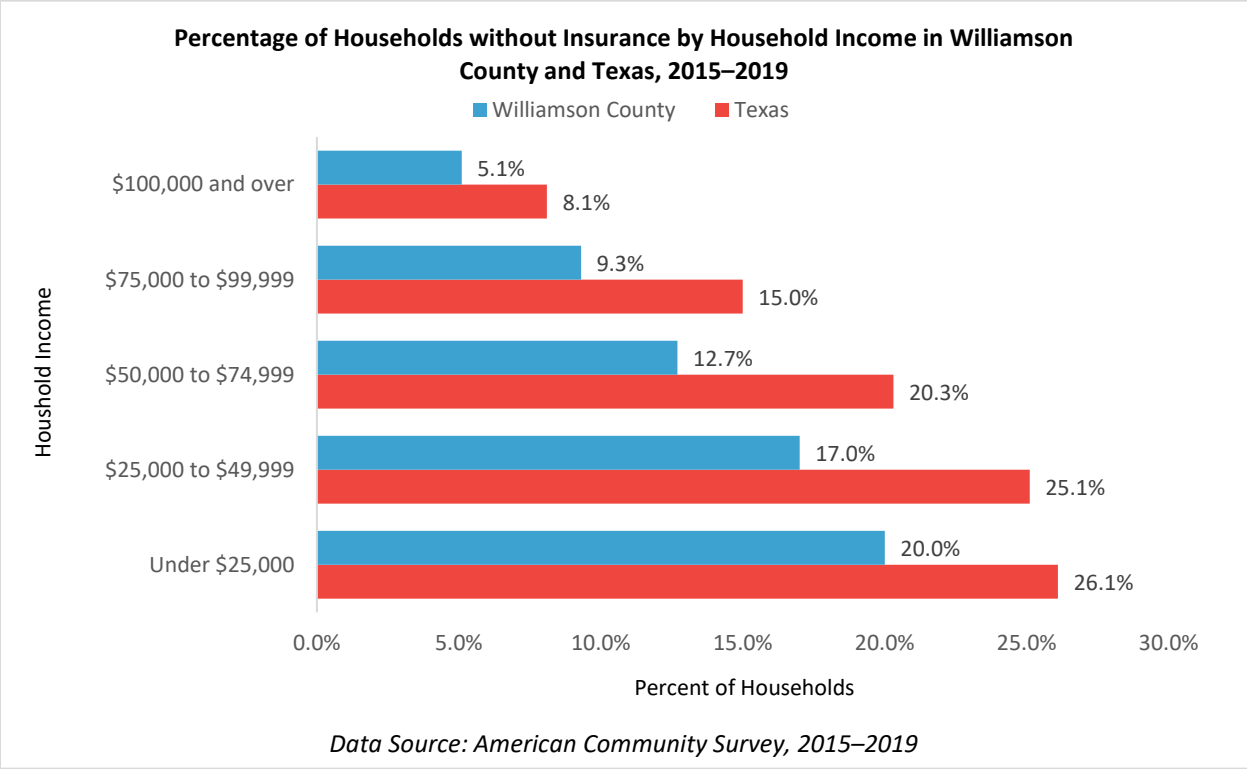
Figure 20: Percentage of Population without Insurance for Children and Persons in Williamson County and Texas, 2015–2019



Data Source: American Community Survey, 2015–2019

Figure 21 examines the total population without health insurance across various income levels in Williamson County and Texas. In Williamson County, 20% of households with an income below $25,000 do not have health insurance, compared to 26.1% in Texas. The percentage of the population that is uninsured increases as household income decreases.

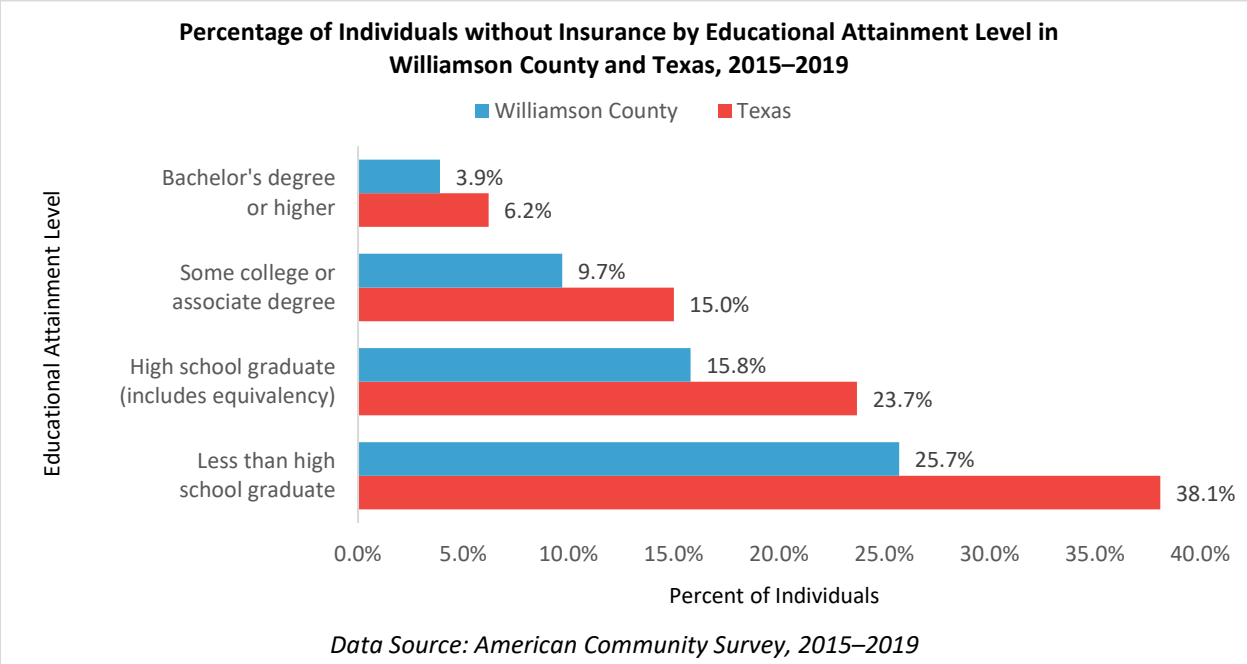
Figure 21: Percentage of Households without Insurance by Household Income in Williamson County and Texas, 2015–2019



Data Source: American Community Survey, 2015–2019

Figure 22 examines the adult population (ages 26 and older) without health insurance across various educational attainment levels in Williamson County and Texas. Of those with less than a high school diploma in Williamson County, 25.7% do not have health insurance, compared to 38.1% in Texas. Percent uninsured increases as educational attainment level decreases.

Figure 22: Percentage of Individuals without Insurance by Educational Attainment Level in Williamson County and Texas, 2015–2019



Data Source: American Community Survey, 2015–2019

Key Findings

When the CHA Task Force examined healthcare resource availability in Williamson County, multiple gaps stood out. These should be addressed by stakeholders within the healthcare system as well as those who develop policies regarding healthcare and health insurance.

- **The ratio of dental providers is worse in the county than in Texas**. "Oral diseases—which range from cavities to gum disease to oral cancers—cause pain and disability for millions of Americans."[37] "Professional dental care helps to maintain the overall health of the teeth and mouth and provides for early detection of pre-cancerous or cancerous lesions. People living in areas with low rates of dentists may have difficulty accessing the dental care they need."[38]
- **Hispanic residents are the most uninsured group in the county.** The Hispanic population has the highest uninsured rate (16%), followed by Black (10%) and White (9%) residents. Those with a high school diploma as their highest level of educational attainment and who are living in poverty are more likely to lack health insurance.
- **The top medical conditions treated by the local Federally Qualified Health Center are overweight and obesity, followed by depression and anxiety.** Federally Qualified Health Centers (FQHCs) "provide comprehensive health care services to underserved communities. Many of the Texans they serve are indigent, uninsured and underserved. Increasingly more FQHCs offer additional services, such as dental, mental health and/or substance use disorder treatment."[39]

Williamson County should celebrate these successes in improving population health:

- **The ratio of primary care providers is better than the state average.** "Sufficient availability of primary care physicians is essential for preventive and primary care, and, when needed, referrals to appropriate specialty care."[40]
- **The county has 21% fewer preventable hospital stays than the state.** Since 2012, the county has consistently had a lower rate, suggesting that the quality of outpatient care is strong and that emergency rooms and urgent care are not used for primary care. These are indicators of decent quality of and access to healthcare in Williamson County.[41]
- **The county has significantly lower rates of uninsured residents than the state.** The percentage of persons and children without insurance increases as household income decreases.

C4. Quality of Life

According to the Centers for Disease Control and Prevention, health-related quality of life (HRQoL) is defined as "an individual's or group's perceived physical and mental health over time…On the individual level, HRQoL includes physical and mental health perceptions (e.g., energy level, mood) and their correlates—including health risks and conditions, functional status, social support, and socioeconomic status. On the community level, HRQoL includes community-level resources, conditions, policies, and practices that influence a population's health perceptions and functional status."[42] Although health is one of the important domains of overall quality of life, there are other domains, such as jobs, housing, schools, and neighborhood.

The data in this section describe individual-level quality of life indicators (health status and physical/mental health perceptions) and community-level quality of life indicators (disability, transportation, housing, social/civic engagement, and Head Start facilities).

Self-Reported Health

Why is this important?

Self-reported health status is based on survey responses to the question "In general, would you say that your health is excellent, very good, good, fair, or poor?"

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[37] "Division of Oral Health at a Glance."
[38] "Dentist Rate."
[39] "Texas Primary Care Office (TPCO) - Federally Qualified Health Centers."
[40] "Primary Care Physicians."
[41] "Preventable Hospital Stays."
[42] "HRQoL Concepts."

Poor Physical Health Days is based on survey responses to the question "Thinking about your physical health, which includes physical illness and injury, for how many days during the past 30 days was your physical health not good?"

Poor Mental Health Days is based on survey responses to the question "Thinking about your mental health, which includes stress, depression, and problems with emotions, for how many days during the past 30 days was your mental health not good?"

Together, these measures determine health-related quality of life. "Self-reported health status is a general measure of health-related quality of life (HRQoL) in a population. Measuring HRQoL helps characterize the burden of disabilities and chronic diseases in a population."[43]

Table 17: Self-Reported Health of Adults in Williamson County and Texas, 2018

Self-Reported Health of Adults in Williamson County and Texas, 2018

Indicator	Williamson County	Texas
Poor or fair health[1]	15%	19%
Poor physical health days[2]	3.3	3.8
Poor mental health days[2]	3.7	3.8

Data Source: [1]Behavioral Risk Factor Surveillance System, 2018; [2]County Health Rankings, 2020

Findings based on Table 17:

- Adults in Williamson County reported a better health status than adults in Texas. Approximately 15% of adults in the county rated their health as poor or fair as compared to 19% in the state.
- Adults in Williamson County reported an average of 3.3 poor physical health days in the past 30 days, while adults in Texas reported an average of 3.7 days.
- Adults in Williamson County reported an average of 3.7 poor mental health days in the past 30 days, while adults in Texas reported an average of 3.8 days.

Disability

Why is this important?

"People with a disability have difficulties performing activities due to a physical, mental, or emotional condition. The extent to which a person is limited by a disability is heavily dependent on the social and physical environment in which he or she lives. Without sufficient accommodations, people with disabilities may have difficulties living independently or fulfilling work responsibilities."[44]

From 2009 to 2019, the percentage of individuals with a disability was constant at around 9.5% (Figure 23). From 2015 to 2019, the percentage of Williamson County's population with a disability was 10%, compared to 11.5% in Texas (Figure 24).

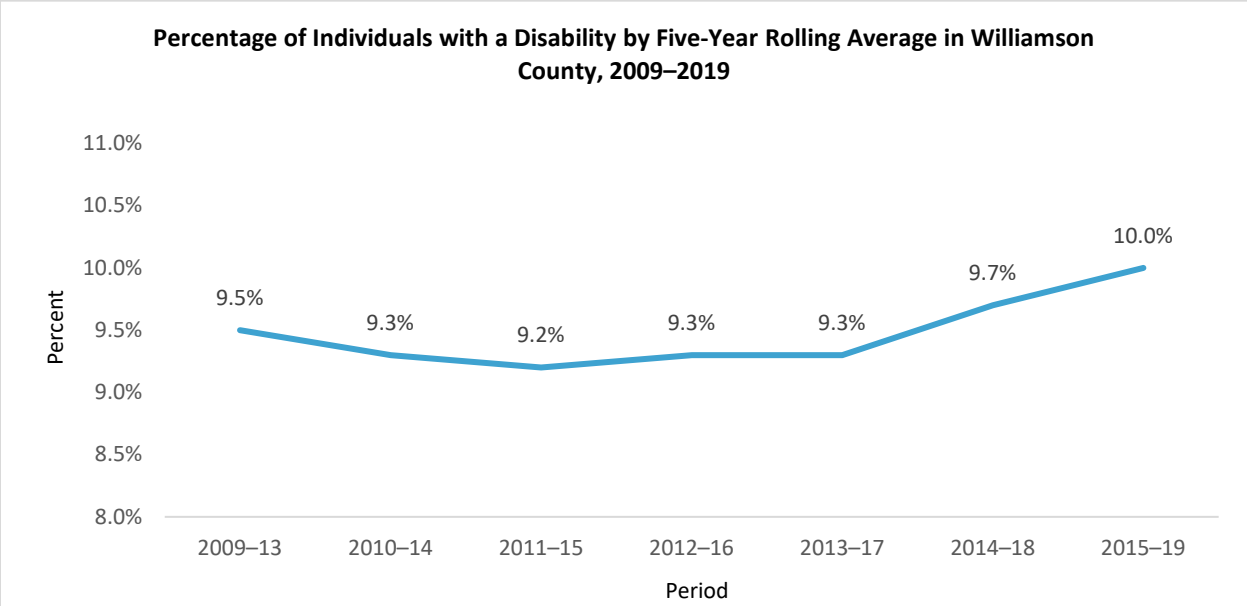
The percentage of individuals with a disability increases as age increases, as seen in Figure 24. Residents ages 75 and older had the highest percentage of disability (47.8%), followed by those ages 65 to 75 years (22.8%) and those ages 35 to 64 years (9.4%).

In Williamson County, the American Indian and Alaska Native (AI/AN) population had the highest percentage of disability (14.6%), followed by the Black population (12.5%) and White population (11.2%) (Figure 25). Moreover, these populations had percentages of disability higher than the overall county value.

[43] "Poor or Fair Health."

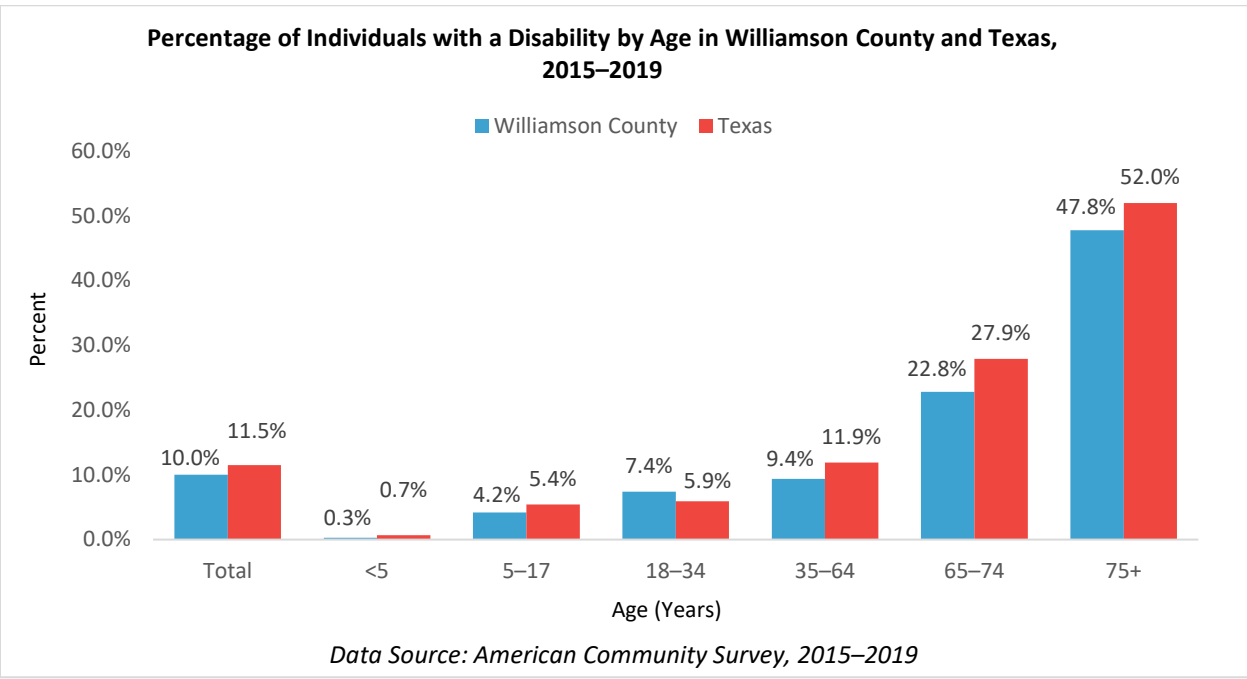
[44] "Persons With a Disability."

Figure 23: Percentage of Individuals with a Disability by Five-Year Rolling Average in Williamson County, 2009–2019



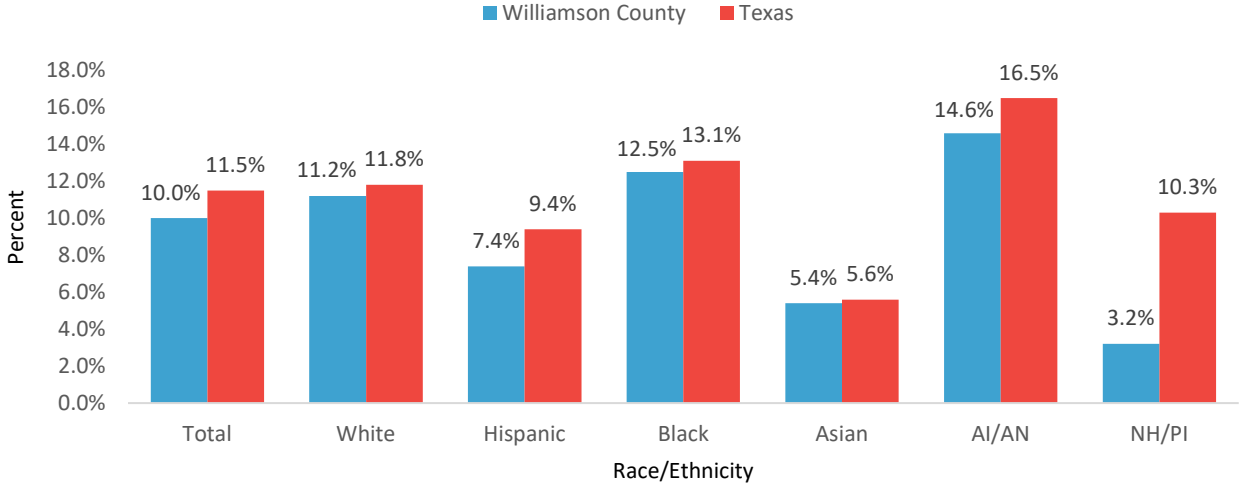
Data Source: American Community Survey, 2009–2019

Figure 24: Percentage of Individuals with a Disability by Age in Williamson County and Texas, 2015–2019



Data Source: American Community Survey, 2015–2019

Figure 25: Percentage of Individuals with a Disability by Race/Ethnicity in Williamson County and Texas, 2015–2019



Data Source: American Community Survey, 2015–2019

Transportation

Why is this important?

There are many options for travel to work. The most common include driving alone in a personal vehicle, walking, or using public transportation. Driving alone increases traffic congestion and air pollution, especially in areas of greater population density, and causes "decreased levels of physical activity and cardiorespiratory health, and increased BMI and hypertension."[45] Additionally, "lengthy commutes to work cut into workers' free time and can contribute to health problems such as headaches, anxiety, and increased blood pressure. Longer commutes require workers to consume more fuel which is both expensive for workers and damaging to the environment."[46]

Alternatively, public transportation and walking to work offer more benefits. "Public transportation offers mobility to U.S. residents, particularly people without cars." All modes of public transportation are safer than personal modes of transportation. "Transit can help bridge the spatial divide between people and jobs, services, and training opportunities. Public transportation is also beneficial because it reduces fuel consumption, minimizes air pollution, and relieves traffic congestion."[47]

"Walking to work is a good way to incorporate exercise into a daily routine. In addition to the health benefits, walking helps people get in touch with their communities, reduces commute costs, and helps protect the environment by reducing air pollution from car trips. Furthermore, studies have shown that walking to work improves employees' overall attitude and morale, and reduces stress in the workplace."[48]

Many households do not have a vehicle, which "is directly related to the ability to travel…In general, people living in a household without a car make fewer than half the number of journeys compared to those with a car. This limits their access to essential local services such as supermarkets, post offices, doctors' offices, and hospitals. Most households with above-average incomes have a car while only half of low-income households do."[49]

[45] "Solo Drivers With a Long Commute."
[46] "Mean Travel Time to Work."
[47] "Workers Commuting by Public Transportation."
[48] "Workers Who Walk to Work."
[49] "Households without a Vehicle."

Table 18: Transportation Indicators in Williamson County and Texas, 2015–2019

Transportation Indicators in Williamson County and Texas, 2015–2019

Indicator	Williamson County	Texas
Mean Travel Time to Work (minutes)	28.4	26.7
Percentage of Workers Who Drive to Work Alone	79.4%	80.5%
Percentage of Workers Who Walk to Work	0.9%	1.5%
Percentage of Workers Who Commute to Work by Public Transportation	0.9%	1.4%
Percentage of Workers Who Worked from Home	8.5%	5.0%
Percentage of Households without a Vehicle	2.3%	5.3%

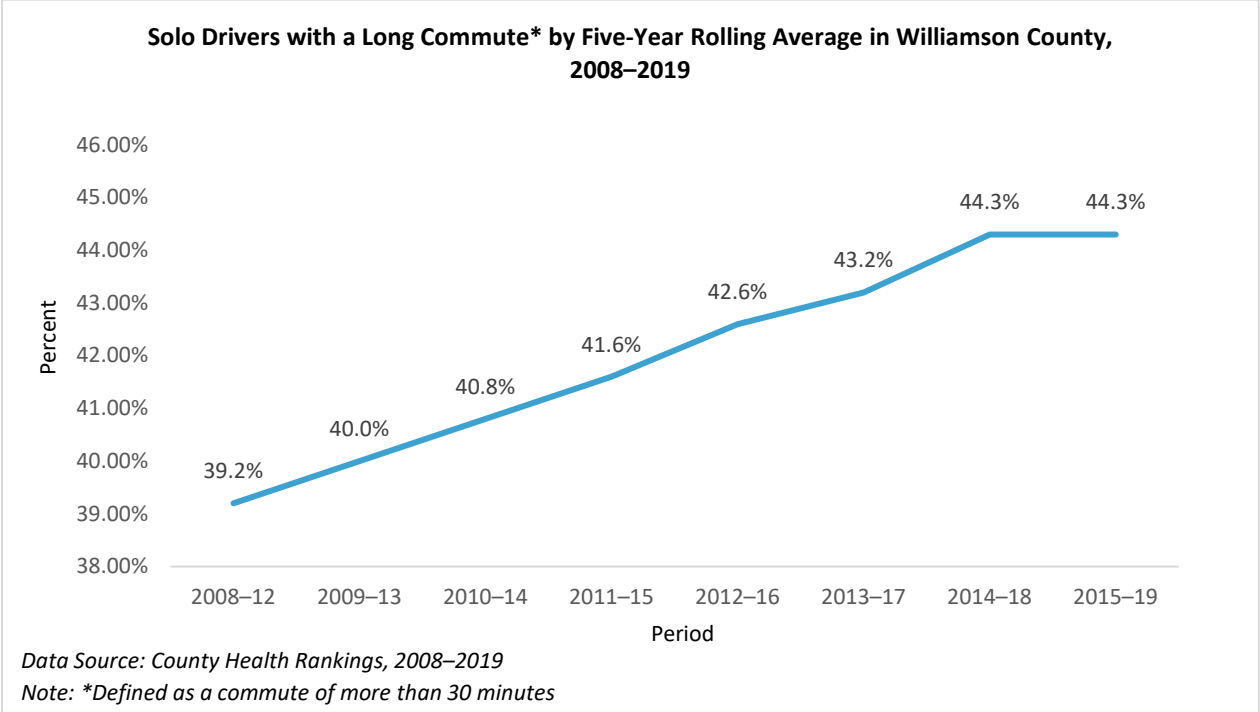
Data Source: American Community Survey, 2015–2019

Findings based on Table 18:

- In Williamson County, average daily travel time to work for workers ages 16 and older is 28.4 minutes, which is longer than the average in Texas (26.7 minutes).
- The percentage of workers ages 16 and older who drive alone to work in Williamson County is 79.4% or roughly 487,000 persons, compared to 80.5% or roughly 23.8 million persons in Texas.
- The percentage of workers ages 16 and older who walk to work in Williamson County is 0.9% or roughly 5,500 persons, compared to 1.5% or roughly 444,000 persons in Texas.
- The percentage of workers ages 16 and older who commute to work by public transportation in Williamson County is 0.9% or roughly 5,500 persons, compared to 1.4% or roughly 414,000 persons in Texas.
- The percentage of workers ages 16 and older who work from home in Williamson County is 8.5% or roughly 52,000 persons, compared to 5.0% or roughly 31,500 persons in Texas.
- The percentage of households without a vehicle in Williamson County is 2.3% or roughly 4,144 households, compared to 5.3% or roughly 513,657 households in Texas.

As Figure 26 shows, the percentage of solo drivers with a long commute (more than 30 minutes) increased from 39.2% (2008–2012) to 44.3% (2015–2019).

Figure 26: Solo Drivers with a Long Commute by Five-Year Rolling Average in Williamson County, 2008–2019

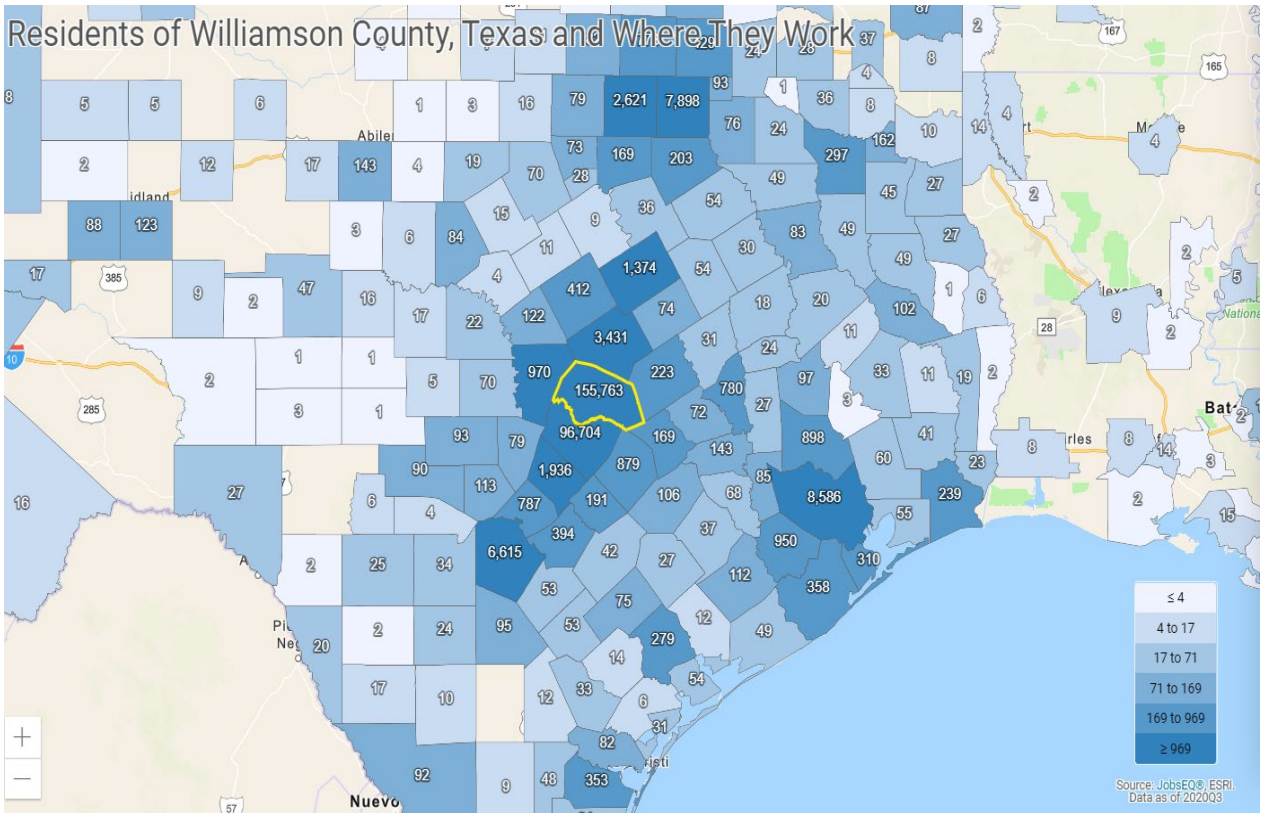


Data Source: County Health Rankings, 2008–2019

*Note: *Defined as a commute of more than 30 minutes*

Many Williamson County residents commute to Travis County for work. Figure 27 shows that as of the third quarter of 2020, 96,704 Williamson County residents commuted to Travis County for work, while 155,763 residents worked and lived in Williamson County.

Figure 27: Residents of Williamson County and Where They Work, 2020



Housing

Why is this important?

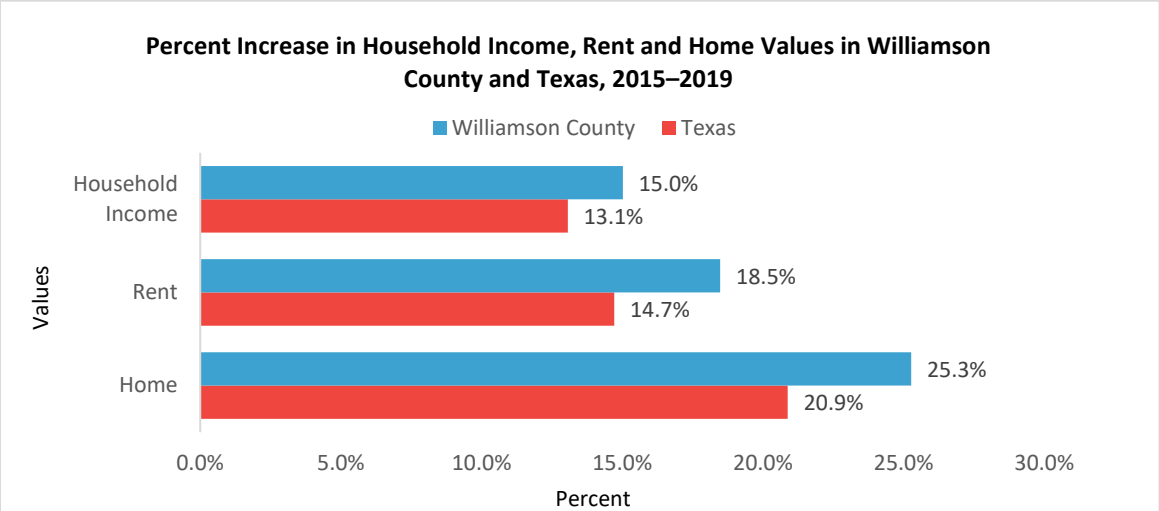
Housing is "one of the best-researched social determinants of health."[50] Individuals and families can be affected by many factors, including housing instability, housing quality, housing affordability, and neighborhood surroundings. Housing instability is associated with increased risk of teen pregnancy, early drug use, and depression among youth. Housing foreclosures are associated with depression, anxiety, increased alcohol use, psychological distress, and suicide. Researchers have found that "the availability of resources such as public transportation to one's job, grocery stores with nutritious foods, and safe spaces to exercise are all correlated with improved health outcomes."[51] Spending a high percentage of household income on housing may result in less income available for basic needs, such as food, clothing, transportation, medicine, and healthcare.

Between 2015 and 2019, household income increased by 15% in Williamson County and 13.5% in Texas (Figure 28). Rent in Williamson County increased by 18.5%, compared to 14.7% in Texas. However, Williamson County had a higher increase in home values compared to Texas, at 25.3% and 20.9%, respectively.

Housing prices have soared over the past year. According to the Austin Board of Realtors, the median sales price of houses in Williamson County has increased 47% to $450,000 as of June 2021. The number of closed sales has increased 11%, the average number of days on the market has decreased by 41 days, and the total sales dollar volume has increased 62% to $764 million (Figure 29).

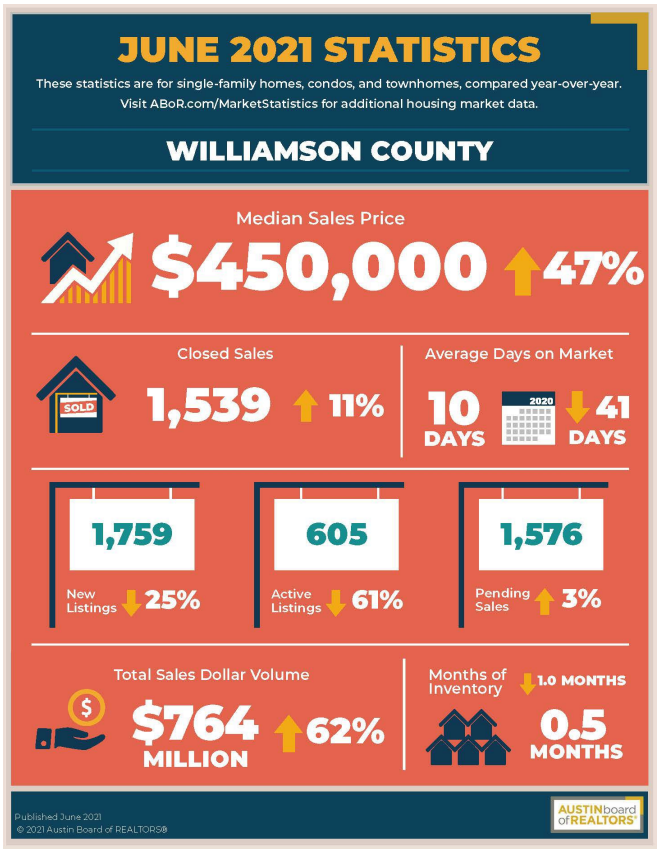
[50] "Housing and Health: An Overview of the Literature."
[51] Ibid.

Figure 28: Percent Increase in Household Income, Rent and Home Values in Williamson County and Texas, 2015–2019



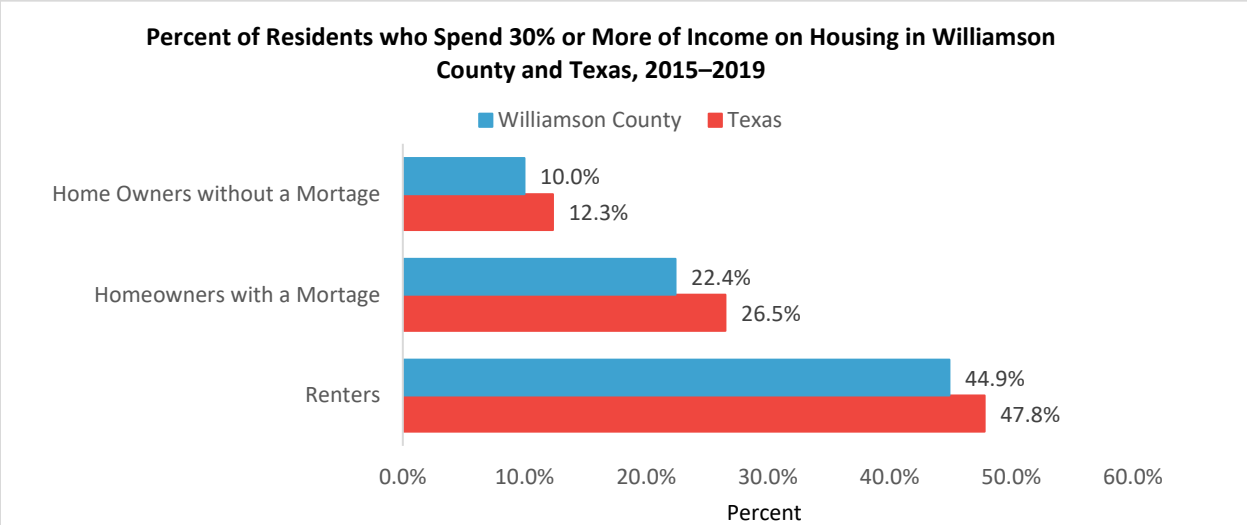
Data Source: American Community Survey, 2015–2019

Figure 29: Williamson County Austin Board of Realtors Housing Statistics, June 2021



Compared to Texas, a smaller proportion of renters and homeowners in Williamson County spend 30% or more of their household income on housing costs (Figure 30). Almost half (44.9%) of renters in Williamson County spend 30% or more of their income on housing, which is much higher than the percentages among homeowners with a mortgage (22.4%) and homeowners without a mortgage (10%).

Figure 30: Percent of Residents Who Spent 30% or More of Income on Housing in Williamson County and Texas, 2015–2019



Data Source: American Community Survey, 2015–2019

Residential Segregation

Why is this important?

County Health Rankings describes residential segregation and its effects:

> Although most overtly discriminatory policies and practices promoting segregation, such as separate schools or seating on public transportation or in restaurants based on race, have been illegal for decades, segregation caused by structural, institutional, and individual racism still exists in many parts of the country. The removal of discriminatory policies and practices has impacted acts of racism, but has had little effect on structural racism, like residential segregation, resulting in lingering structural inequalities. Residential segregation is a key determinant of racial differences in socioeconomic mobility and, additionally, can create social and physical risks in residential environments that adversely affect health. Although this area of research is gaining interest, structural forms of racism and their relationship to health inequities remain under-studied.
>
> Residential segregation remains prevalent in many areas of the country and may influence both personal and community well-being. Residential segregation of Black [or non-White] and White residents is considered a fundamental cause of health disparities in the US and has been linked to poor health outcomes, including mortality, a wide variety of reproductive, infectious, and chronic diseases, and other adverse conditions. Structural racism is also linked to poor-quality housing and disproportionate exposure to environmental toxins. Individuals living in segregated neighborhoods often experience increased violence, reduced educational and employment opportunities, limited access to quality health care and restrictions to upward mobility.[52]

Describing how residential segregation is measured, County Health Rankings also writes:

> Racial/ethnic residential segregation refers to the degree to which two or more groups live separately from one another in a geographic area. The index of dissimilarity is a demographic measure of the evenness with which two groups (Black [or non-White] residents and White residents, in this case) are distributed across the component geographic areas (census tracts, in this case) that make up a larger area (counties, in this case).
>
> The residential segregation index ranges from 0 (complete integration) to 100 (complete segregation). The index score can be interpreted as the percentage of either Black [or non-White] or White residents that would have to move to different geographic areas in order to produce a distribution that matches that of the larger area.[53]

[52] "Residential Segregation - Black/White."

[53] Ibid.

Table 19: Residential Segregation in Williamson County and Texas

Residential Segregation in Williamson County and Texas

Indicator	Williamson County	Texas
Residential Segregation – Black/White	32	53
Residential Segregation – Non-White/White	25	40

Data Source: American Community Survey, 2015–2019

Findings based on Table 19:

- On the index of dissimilarity "where higher values indicate greater residential segregation between Black and White county residents," Williamson County had a score of 32, compared to a score of 53 for Texas. According to the County Health Rankings, top U.S. performers had a score of 26.[54]
- On the index of dissimilarity "where higher values indicate greater residential segregation between non-White and White county residents," Williamson County had a score of 25, compared to a score of 40 for Texas. According to the County Health Rankings, top U.S. performers had a score of 14.[55]

Social and Civic Engagement

Why is this important?

Poor or no social interaction between people in a community is associated with increased morbidity and early mortality. Research has found that "people living in areas with high levels of social trust [trust between people] are less likely to rate their health status as fair or poor than people living in areas with low levels of social trust."[56]

Civic engagement is also important for communities. "Voting is one of the most fundamental rights of a democratic society. Exercising this right allows a nation to choose elected officials and hold them accountable. Voting ensures that all citizens can voice their opinions on issues such as the use of tax dollars, civil rights and foreign policy. By voting, individuals shape their communities and influence the next generation of society. A high level of turnout indicates that citizens are involved and interested in who represents them in the political system."[57]

Table 20: Social and Civic Engagement in Williamson County and Texas

Social and Civic Engagement in Williamson County and Texas

Indicator	Williamson County	Texas
Presidential Voter Turnout[1]	76.22%	66.73%
Number of social associations per 10,000 population[2]	6.4	7.5

Data Sources: [1]Texas Secretary of State, 2020; [2]County Business Patterns, 2021

Findings based on Table 20:

- The number of social associations per 10,000 population is 6.4 in Williamson County, compared to 7.5 in Texas. Associations include civic organizations, bowling centers, golf clubs, fitness centers, sports organizations, religious organizations, political organizations, labor organizations, business organizations, and professional organizations.
- Compared to Texas, Williamson County had higher voter turnout in the most recent presidential election. In the 2020 presidential election, 76.22% of registered voters in Williamson County voted, compared to 66.73% in Texas.

Key Findings

Challenges to monitor and address through surveillance and interventions:

- **The percentage of individuals who are affected by a disability will likely continue to increase as the population over age 65 grows.** The aging population, as well as racial and ethnic groups with higher percentages of disability,

[54] Ibid.

[55] "Residential Segregation - Non-White/White."

[56] "Social Associations."

[57] "Voter Turnout: Presidential Election."

should be considered when implementing policies, distributing funds, and developing programs for those with disabilities.

- **Transportation indicators in Williamson County are comparable to Texas.** Alternatives to driving alone to work, such as public transportation and walking, should be promoted and prioritized to decrease traffic congestion, air pollution, and risk of chronic disease. Increasing public transportation options will also assist households who do not own a vehicle as well as commuters who may not currently have convenient access to public transportation.
- **Home and rent values are increasing faster than incomes**. Household incomes — but also rent and home values — increased faster in the county than in the state from 2015 to 2019. The price of housing has increased almost 50%. The continued trend of increases in cost of living outpacing increases in income poses challenges not only for housing, but also for other determinants of health. More affordable housing options for low-income residents should be offered.
- **The county lacks social associations and needs to develop more.** This includes physical places, like sports clubs and recreation centers, as well as civic, political, religious, labor, business, and professional organizations. Opportunities to engage socially increase social interaction and improve health outcomes.

Williamson County should be proud of its accomplishments:

- Self-reported health status as well as physical and mental health perceptions of Williamson County residents indicate that **individual-level quality of life is above satisfactory**. According to the CDC, health-related quality of life indicators make it possible to scientifically demonstrate the impact of health on quality of life and are a valid measure of unmet needs and intervention outcomes.[58]
- **The county's level of civic engagement in presidential elections is higher than the state's level.** Active citizenship is associated with better morbidity and mortality outcomes.

C5. Behavioral Risk Factors

Certain health-related behaviors, known as behavioral risk factors, contribute to injury and chronic disease, resulting in increased risk of morbidity and mortality. This section outlines significant risk factors, which include obesity and overweight, physical inactivity, tobacco use, excessive drinking, and cancer screening.

Obese and Overweight Adults

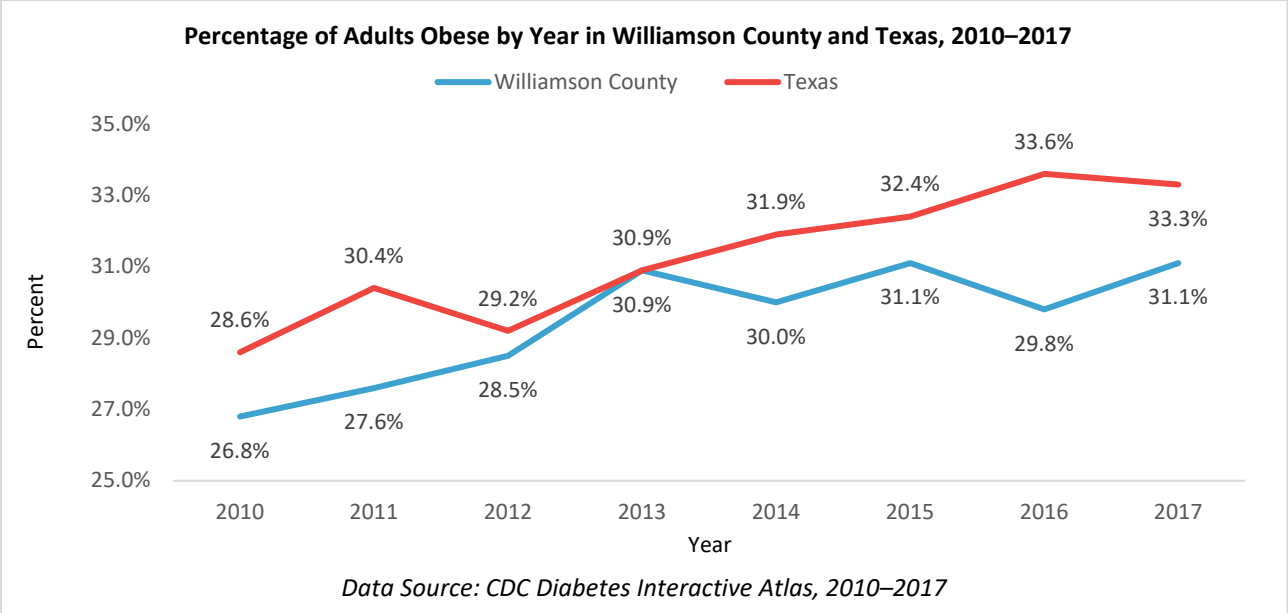
Why is this important?

"The percentage of overweight and obese adults is an indicator of the overall health and lifestyle of a community."[59] Overweight individuals have a body mass index (BMI) of 25.0 to 29.9, while obese individuals have a BMI greater than or equal to 30.0. "Being overweight or obese affects quality of life and puts individuals at risk for developing many diseases, especially heart disease, stroke, diabetes, and cancer. Losing weight helps to prevent and control these diseases. Being overweight or obese also carries significant economic costs due to increased healthcare spending and lost earnings."[60]

The proportion of adults in Williamson County who are obese has increased, from 26.8% in 2010 to 31.1% in 2017 (Figure 31). While the percentage of obese adults in Williamson County was lower than that in Texas for most of this period, Williamson County's value matched Texas' at 30.9% in 2013. As of 2018, both Williamson County and Texas had high percentages of adults who are overweight or obese, at 66.0% and 69.5%, respectively.

[58] "HRQoL Concepts."
[59] "Adults Who Are Overweight or Obese."
[60] Ibid.

Figure 31: Percentage of Adults Obese by Year in Williamson County and Texas, 2010–2017



Data Source: CDC Diabetes Interactive Atlas, 2010–2017

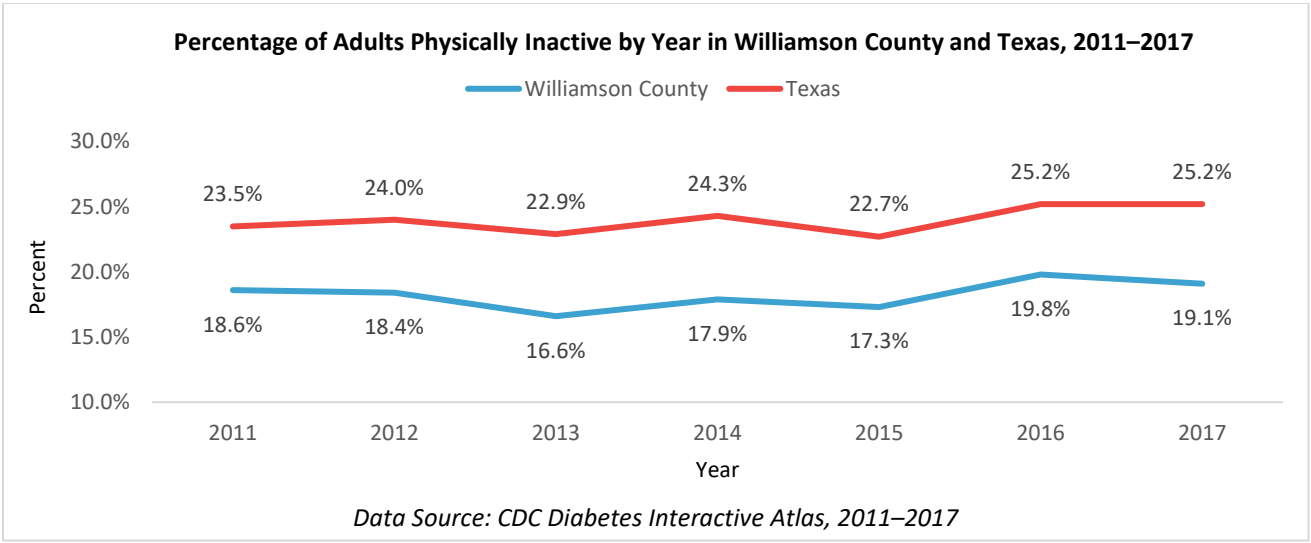
Physical Inactivity

Why is this important?

Adults who are physically inactive (i.e., "get no physical activity beyond that of daily living") are at an increased risk of many serious health conditions.[61] "These conditions include obesity, heart disease, diabetes, colon cancer, and high blood pressure. In addition, physical activity improves mood and promotes healthy sleep patterns. The American College of Sports Medicine (ACSM) recommends that adults perform physical activity three to five times each week for 20 to 60 minutes at a time to improve cardiovascular fitness and body composition. The ACSM also recommends that you include strength and flexibility training in your exercise program."[62]

The percentage of adults in Williamson County and Texas who are physically inactive has remained relatively stagnant from 2011 to 2017 (Figure 32). As of 2017, 19.1% of adults in Williamson County and 25.2% of adults in Texas do not participate in any physical activity or exercise.

Figure 32: Percentage of Adults Physically Inactive by Year in Williamson County and Texas, 2011–2017



Data Source: CDC Diabetes Interactive Atlas, 2011–2017

[61] "Lack of Physical Activity."

[62] "Adults 20+ Who Are Sedentary."

Tobacco Use

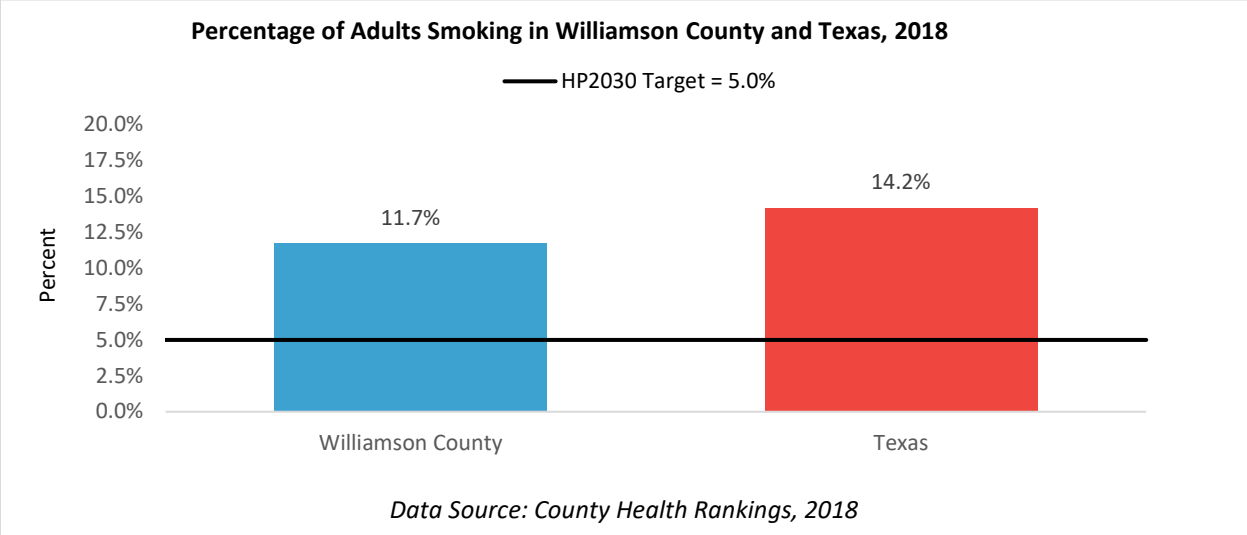
Why is this important?

Describing the health effects of tobacco use, Healthy Williamson County writes:

> Tobacco is the agent most responsible for avoidable illness and death in America today. According to the Centers for Disease Control and Prevention, tobacco use brings premature death to almost half a million Americans each year, and it contributes to profound disability and pain in many others. The World Health Organization states that approximately one-third of all tobacco users in this country will die prematurely because of their dependence on tobacco. Areas with a high smoking prevalence will also have greater exposure to secondhand smoke for non-smokers, which can cause or exacerbate a wide range of adverse health effects such as cancer, respiratory infections, and asthma.[63]

Adults ages 18 and older in Williamson County had lower rates of smoking (11.7%) compared to Texas (14.2%) (Figure 33). Both Texas and Williamson County have smoking rates that surpass the Healthy People 2030 target of 5.0%.

Figure 33: Percentage of Adults Smoking in Williamson County and Texas, 2018



Data Source: County Health Rankings, 2018

Drinking Excessively

Why is this important?

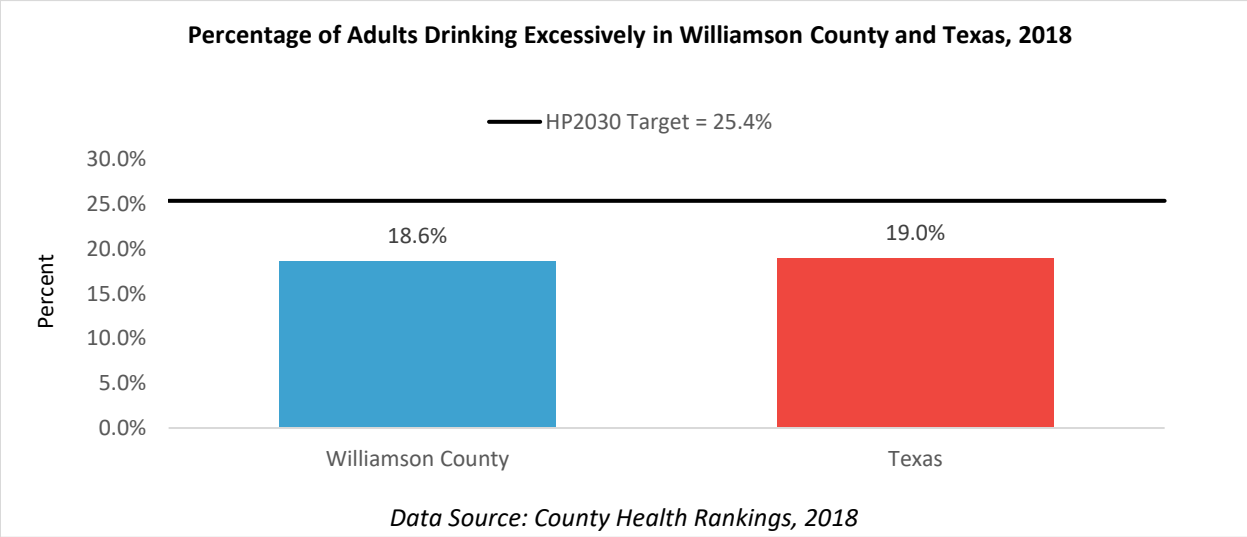
Healthy Williamson County explains the risks associated with excessive drinking, writing:

> Drinking alcohol has immediate physiological effects on all tissues of the body, including those in the brain. Alcohol is a depressant that impairs vision, coordination, reaction time, judgment, and decision making, which may in turn lead to harmful behaviors. According to the Centers for Disease Control and Prevention, excessive alcohol use, either in the form of heavy drinking (drinking more than 15 drinks per week on average for men or more than eight drinks per week on average for women), or binge drinking (drinking more than five drinks during a single occasion for men or more than four drinks during a single occasion for women), can lead to increased risk of health problems, such as liver disease and unintentional injuries. Alcohol abuse is also associated with a variety of other negative outcomes, including employment problems, legal difficulties, financial loss, family disputes, and other interpersonal issues.[64]

In 2018, the percentage of adults ages 18 and older who drink excessively was lower in Williamson County (18.6%) compared to Texas (19.0%) (Figure 34). Both Texas and Williamson County have excessive drinking rates that are below the Healthy People 2030 target of 25.4%.

[63] "Adults Who Smoke."
[64] "Adults Who Drink Excessively."

Figure 34: Percentage of Adults Drinking Excessively in Williamson County and Texas, 2018



Data Source: County Health Rankings, 2018

Cancer Screening

Why is this important?

According to the Centers for Disease Control and Prevention (CDC), colorectal cancer — cancer of the colon or rectum — is one of the most diagnosed cancers and the second leading cancer killer in the United States. The CDC estimates that if all adults ages 50 and older had regular screening tests for the disease, as many as 60% of colorectal cancer deaths could be prevented. The U.S. Preventive Services Task Force recommends that people receive screenings from age 50 until age 75. Certain factors, however, indicate that testing may need to start earlier or be more frequent, including a family history of colorectal cancer and a previous diagnosis of inflammatory bowel disease.[65]

Additionally, the CDC states that "breast cancer is the second most common type of cancer among women in the United States."[66] A mammogram is an X-ray picture of the breast which can help catch abnormalities early and reduce the chances of developing breast cancer.[67] The U.S. Preventive Services Task Force recommends that females receive mammograms from age 50 until age 74. Certain factors, however, indicate that a person may benefit from starting mammograms earlier, such as a mutation in either of two specific genes or a family history that indicates a person is at higher risk for breast cancer.[68]

Table 21: Routine Cancer Screening in Williamson County and Texas

Routine Cancer Screening in Williamson County and Texas

Indicator	Williamson County	Texas
Colonoscopy[1]	70.2%	61.6%
Mammogram Among Female Medicare Enrollees[2]	46%	37%

Data Sources: [1]Texas Behavioral Risk Factor Surveillance System, 2018; [2]Centers for Medicare and Medicaid Office of Minority Health, 2018

Findings based on Table 21:

- The percentage of adults ages 50 and older in Williamson County who have ever had a colonoscopy is 70.2%, which is higher than Texas (61.6%).
- Approximately 46% of female Medicare enrollees ages 65 to 74 in Williamson County received an annual mammogram, compared to 37% in Texas.

[65] "Colon Cancer Screening."
[66] "Breast Cancer Statistics."
[67] "What Is a Mammogram?"
[68] "Recommendation: Breast Cancer: Screening."

Key Findings

Research shows that unhealthy behaviors significantly increase the likelihood of injury, disease, and death. Fortunately, behavioral risk factors are modifiable with corrective action. The most concerning behavioral risk factors in Williamson County are discussed below, as well as recommendations for future data collection.

- **Nearly one-third of adults are obese, with an obesity trend that has continued to rise since 2004.** Limited data are available to examine correlated factors, such as high cholesterol and high blood pressure. Additionally, there is a lack of obesity and overweight data stratified by age, race/ethnicity, and social/economic factors. Increased surveillance and data collection are needed to identify long-term solutions to decrease the rate of adults who are overweight or obese in Williamson County.
- **One-fifth of adults are physically inactive, with no improvement trend for almost a decade.** Interventions should be designed and evaluated to target the physically inactive population.
- **Smoking among adults has surpassed the Healthy People 2030 goal by more than double.** Additionally, the use of electronic cigarettes (e-cigarettes) has been increasingly popular since their introduction to the market in the mid-2000s. With the launch of the JUUL brand of e-cigarette in 2015, e-cigarette use increased greatly, especially among youth.[69] More data are needed to examine this emerging trend among the youth population since the habit of smoking is usually established during teenage years.
- **The rate of excessive drinking among adults in Williamson County is comparable to the rate in Texas.** "The Community Preventive Services Task Force recommends several evidence-based community strategies to reduce harmful alcohol use." These strategies include regulation of alcohol outlet density, increasing alcohol taxes, dram shop liability, maintaining limits on days and hours of sale, electronic screening and brief intervention, and enhanced enforcement of laws prohibiting sales to minors.[70] Ultimately, increased monitoring of excessive drinking is necessary to learn more about at-risk populations, such as underage adults and youth.
- It should be noted that Williamson County's rates of colonoscopies (general population) and mammograms (Medicare population) are significantly higher than those of the state.

C6. Environmental Health Indicators

Environmental health indicators "impact a wide range of health, functioning, and quality of life outcomes."[71] These indicators are part of the built environment and include the location and number of recreational facilities, fast-food restaurants, grocery stores, Supplemental Nutrition Assistance Program (SNAP) retailers, and alcohol retailers. The built environment in a community will increase or decrease the likelihood of certain health behaviors, such as physical activity, healthy eating, and excessive drinking.

Access to Exercise Opportunities

Why is this important?

"Proximity to exercise opportunities, such as parks and recreation facilities, has been linked to an increase in physical activity among residents. Regular physical activity has a wide array of health benefits including weight control, muscle and bone strengthening, improved mental health and mood, and improved life expectancy. Furthermore, exercise reduces the risk of cardiovascular disease, type 2 diabetes and metabolic syndrome, and some cancers."[72]

From 2016 to 2020, Williamson County and Texas experienced similar trends regarding access to exercise opportunities (Figure 35). For both the county and the state, the percentage of individuals who live reasonably close to a physical activity location decreased from 2016 to 2020. As of 2020, Williamson County had a higher percentage of individuals with access to exercise opportunities (87%) compared to Texas (81%).

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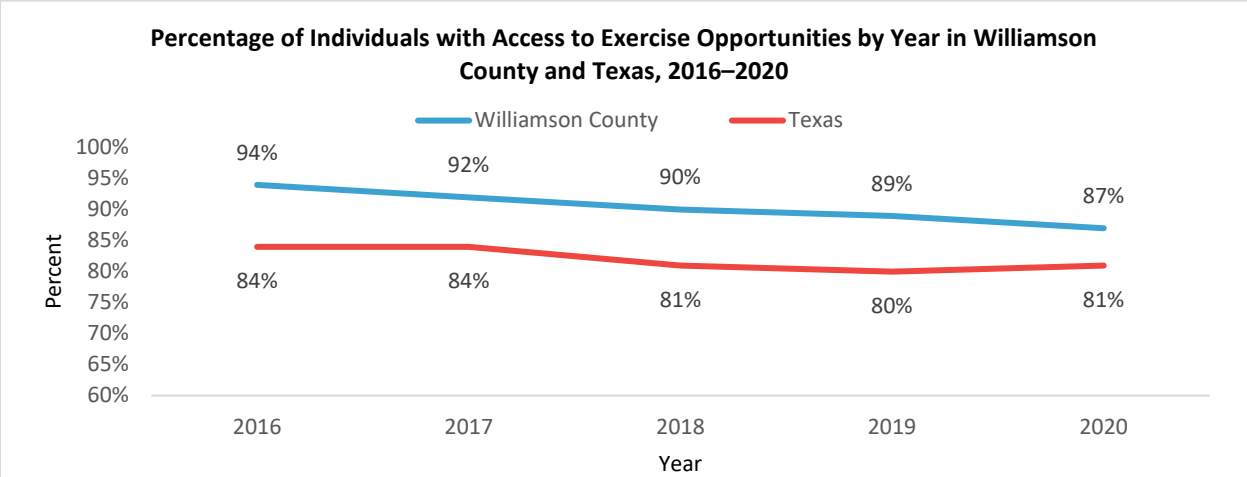
[69] "JUUL and Youth: Rising E-Cigarette Popularity."

[70] "Preventing Excessive Alcohol Use."

[71] "Determinants of Health."

[72] "Access to Exercise Opportunities."

Figure 35: Percentage of Individuals with Access to Exercise Opportunities by Year in Williamson County and Texas, 2016–2020



Data Source: County Health Rankings, 2016–2020

Healthy Eating Environment

Why is this important?

Discussing the health impacts of the quality of food options available in communities, Healthy Williamson County writes:

> The accessibility, availability, and affordability of healthy and varied food options in the community increase the likelihood that residents will have a balanced and nutritious diet. A diet composed of nutritious foods, in combination with an active lifestyle, can reduce the incidence of heart disease, cancer, and diabetes, and is essential to maintain a healthy body weight and prevent obesity. Low-income and underserved areas often have limited numbers of stores that sell healthy foods. People living farther away from grocery stores are less likely to access healthy food options on a regular basis and thus more likely to consume foods which are readily available at convenience stores and fast-food outlets…Fast-food outlets are more common in low-income neighborhoods and studies suggest that they strongly contribute to the high incidence of obesity and obesity-related health problems in these communities. [73]

The Supplemental Nutrition Assistance Program (SNAP), "previously called the Food Stamp Program, is a federal-assistance program that provides low-income families with electronic benefit transfers…that can be used to purchase food. The purpose of the program is to assist low-income households in obtaining adequate and nutritious diets. According to the program, over 45 million people from over 20 million households [in the U.S.] receive SNAP benefits." [74] Retail stores must either stock multiple varieties of staple foods or derive most of their sales from staple foods to be authorized as a SNAP retailer. In areas where SNAP clients have very limited food access, stores that do not meet these requirements can still be authorized. [75]

Table 22: Healthy Eating Environment Indicators in Williamson County and Texas, 2018

Healthy Eating Environment Indicators in Williamson County and Texas, 2018

Indicator	Williamson County	Texas
Food Insecurity[1]	11.2%	15.0%
Child Food Insecurity[1]	16.0%	21.6%
SNAP Authorized Retailer Rate*[2]	40.9	63.9
Fast Food Restaurants Rate*[2]	67.6	61.6
Grocery Store Rate*[2]	7.8	12.4

*Notes: *per 100,000 population*
Data Sources: [1]Feeding America, 2018; [2]U.S. Department of Agriculture – Food Environmental Atlas, 2018

[73] "Fast Food Restaurant Density."
[74] "SNAP Certified Stores."
[75] "Is My Store Eligible?"

Findings based on Table 22:

- 11.2% of the population in Williamson County experiences food insecurity, compared to 15.0% in Texas.
- About one in six (16.0%) children in Williamson County experiences food insecurity, compared to about one in five children (21.6%) in Texas.
- In Williamson County, there are 40.9 Supplemental Nutrition Assistance Program (SNAP) retailers per 100,000 population, which are fewer than in Texas (63.9 per 100,000 population). Moreover, almost all SNAP retailers in Williamson County reside within convenience stores, gas stations, mini-marts, fast-food restaurants, and pharmacies.
- Williamson County has 67.6 fast-food restaurants per 100,000 population, which is higher than in Texas (61.6 per 100,000 population).
- Compared to Texas, which has a grocery store rate of 12.4 per 100,000 population, Williamson County has a lower grocery store rate (7.8 per 100,000 population).

If an individual resides in an urban area of the county and lives more than one mile from a grocery store, the individual is considered to have low grocery store access. The same is true for an individual residing in a rural area of the county and living more than ten miles from a grocery store.

Table 23: Grocery Store Access in Williamson County, 2015

Grocery Store Access in Williamson County, 2015

Indicator	Williamson County
People with Low Grocery Store Access	33.7%
People with Low Income and Low Access to Grocery Store	8.0%
Households with No Car and Low Grocery Store Access	1.3%

Data Source: U.S. Department of Agriculture – Food Access Research Atlas, 2015

Findings based on Table 23:

- As of 2015, about one-third (33.7%) of Williamson County residents live far from a grocery store or supermarket.
- Approximately one out of ten (8.0%) people in Williamson County lives far from a grocery store *and* has low income.
- A small percentage (1.3%) of households in Williamson County live far from a grocery store *and* do not have a vehicle.

Census tracts near Round Rock and Taylor have the highest proportions (40.5% to 51.1%) of the population with low income and low grocery store access (Figure 36). Near Taylor and Georgetown, 6.6–11.9% of households have no car and low grocery store access (Figure 37).

Figure 36: Percentage of Population with Low Income and Low Access to a Grocery Store by Census Tract in Williamson County, 2019

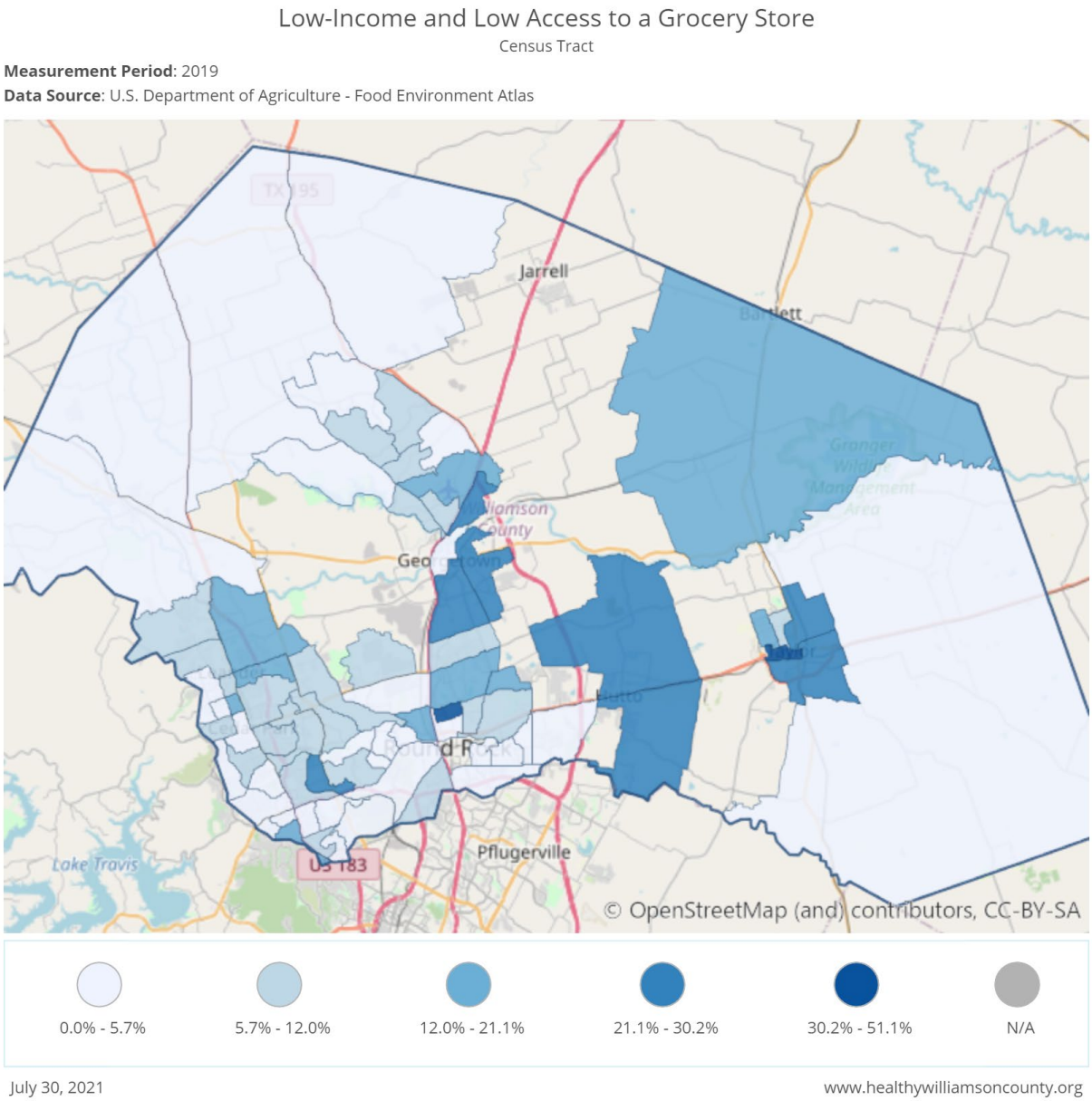
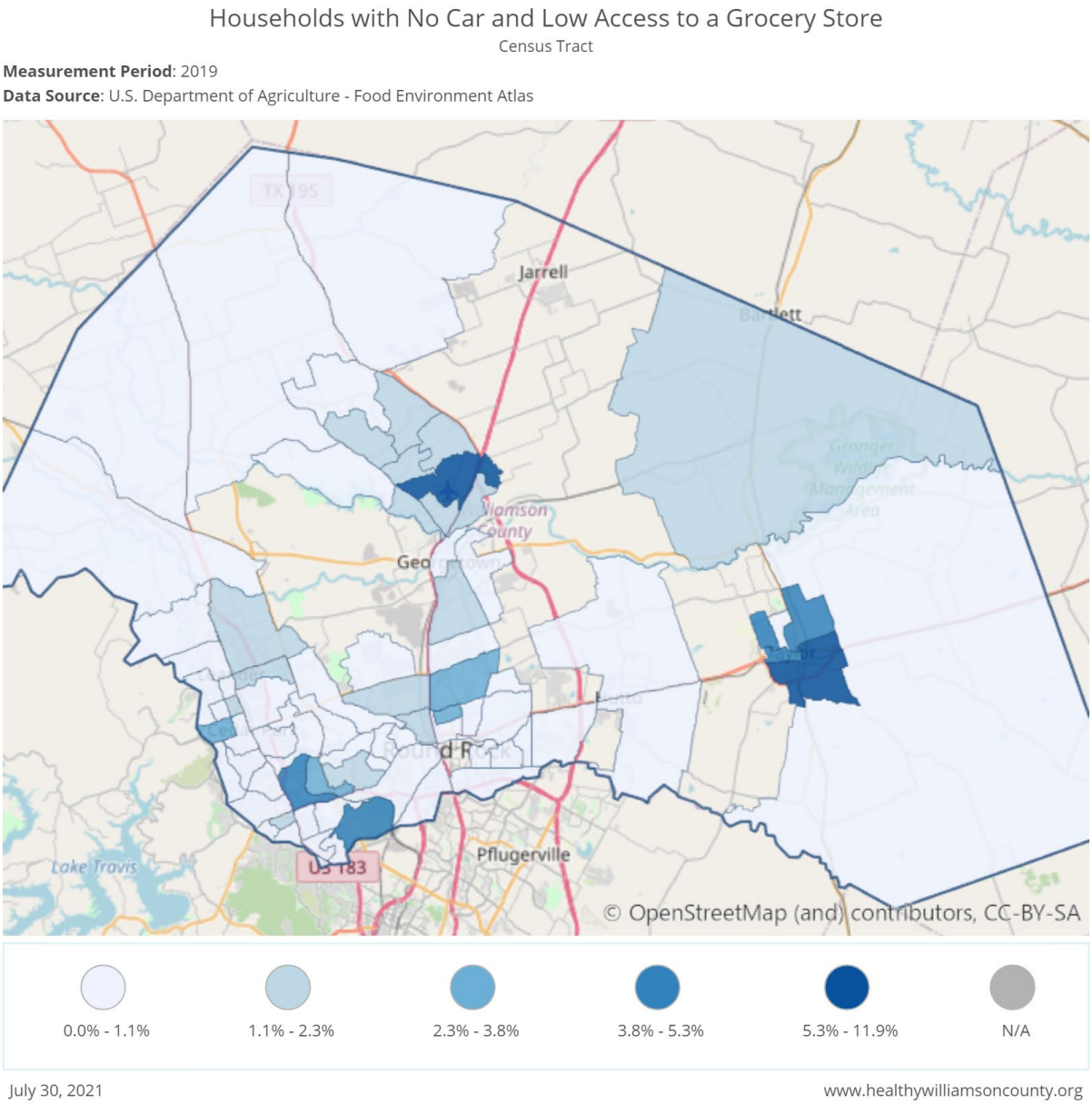


Figure 37: Percentage of Households with No Car and Low Access to a Grocery Store by Census Tract in Williamson County, 2019

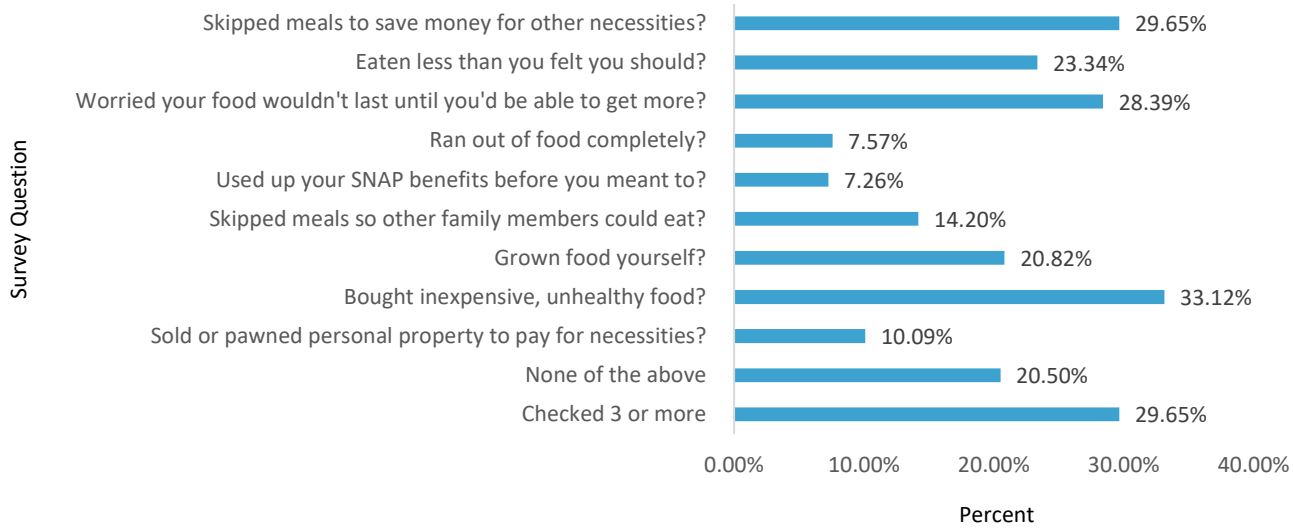


Local Spotlight: Hill Country Community Ministries

Hill Country Community Ministries (HCCM) is a local nonprofit dedicated to serving Williamson County residents most in need, providing food, clothing, and other assistance. Those who received assistance from HCCM's Fresh Food for All program in Williamson County ZIP codes were surveyed regarding food-related behaviors, perceptions, and barriers (Figure 38).

- 33.12% of respondents (n=317) reported that in the past three months they had bought inexpensive, unhealthy food.
- 29.65% of respondents reported that they skipped meals to save money for other necessities.
- 28.39% of respondents reported that in the past three months they worried their food would not last until they would be able to get more.
- 23.34% of respondents reported that in the past three months they had eaten less than they felt they should.

Figure 38: Percentage of Responses to Food-Related Survey Questions, Hill Country Community Ministries, March 2021



Data Source: Hill Country Community Ministries Fresh Food For All Program, March 2021

Alcohol Retailers Rate

Why is this important?

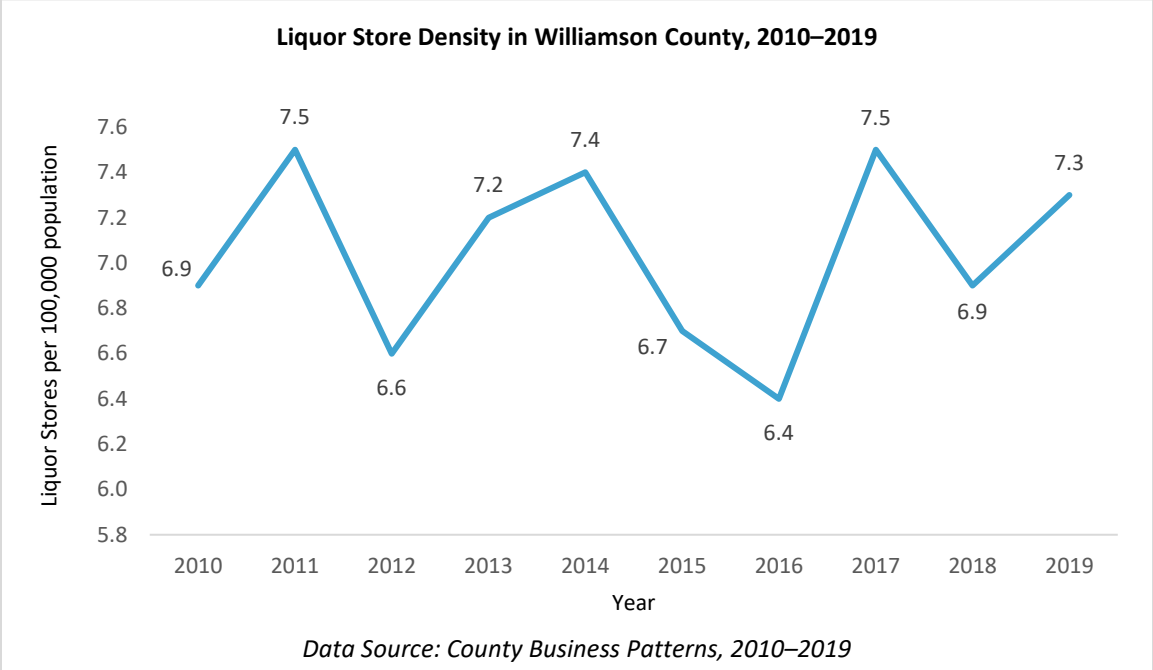
Healthy Williamson County discusses the significance of alcohol outlet density in communities:

> Studies have shown that neighborhoods with a high density of alcohol outlets are associated with higher rates of violence, regardless of other community characteristics such as poverty and age of residents. High alcohol outlet density has been shown to be related to increased rates of drinking and driving, motor vehicle-related pedestrian injuries, and child abuse and neglect. In addition, liquor stores frequently sell food and other goods that are unhealthy and expensive. Setting rules that mandate minimum distances between alcohol outlets, limiting the number of new licenses in areas that already have a high number of outlets, and closing down outlets that repeatedly violate liquor laws can all help control and reduce liquor store density.[76]

In 2019, Williamson County had a rate of 7.3 liquor stores per 100,000 population (Figure 39), which is higher than Texas' (6.9 per 100,000 population).[77]

[76] "Liquor Store Density."
[77] Ibid.

Figure 39: Liquor Store Density in Williamson County, 2010–2019



Data Source: County Business Patterns, 2010–2019

Key Findings

Many factors contribute to a healthy built environment in Williamson County. Nearly nine out of ten residents live in proximity to a recreational facility, creating an environment that promotes physical activity. However, improving the healthy eating and exercise environment in Williamson County remains a crucial element in decreasing outcomes such as obesity, heart disease, and diabetes. Gaps that should be addressed in reforming healthy food access in Williamson County include:

- **Increase grocery store access for low-income populations and households with no vehicle.**
    - People of all ages in Williamson County may experience food insecurity, which is defined by the U.S. Department of Agriculture as "limited or uncertain availability of nutritionally adequate foods or uncertain ability to acquire these foods in socially acceptable ways."[78] Moreover, "low-income and underserved areas often have limited numbers of stores that sell healthy foods. People living farther away from grocery stores are less likely to access healthy food options on a regular basis and thus more likely to consume foods which are readily available at convenience stores and fast-food outlets." Food insecurity is associated with chronic diseases such as diabetes, heart disease, high blood pressure, high blood cholesterol, and obesity, as well as mental health issues like major depression.[79]
    - "Vehicle ownership is directly related to the ability to travel [e.g., to a grocery store]. In general, people living in a household without a car make fewer than half the number of journeys compared to those with a car."[80]
- **Increase the number of Supplemental Nutrition Assistance Program (SNAP) retailers within grocery stores and farmer's markets.** Most SNAP retailers in Williamson County reside within convenience stores, gas stations, mini-marts, fast-food restaurants, and pharmacies, rather than grocery stores and farmer's markets. Fast food often lacks nutritional value but is rich in fat and calories, so "frequent consumption of these foods and an insufficient consumption of fresh fruits and vegetables increase the risk of overweight and obesity. Individuals who are overweight or obese are at increased risk for serious health conditions, including coronary heart disease, type-2 diabetes, multiple cancers, hypertension, stroke, premature death, and other chronic conditions." Research suggests

[78] "Food Insecurity Rate."
[79] "Food Environment Index."
[80] "Households without a Vehicle."

that the greater density of fast-food outlets in low-income neighborhoods contributes substantially to the "high incidence of obesity and obesity-related health problems in these communities."[81]

C7. Social and Mental Health

"Mental health includes our emotional, psychological, and social well-being. It affects how we think, feel, and act. It also helps determine how we handle stress, relate to others, and make choices. Mental health is important at every stage of life, from childhood and adolescence through adulthood."[82]

Mental Health Indicators

Table 24: Mental Health Indicators in Williamson County and Texas

Mental Health Indicators in Williamson County and Texas

Indicator	Williamson County	Texas
Alcohol Impaired Driving Deaths[1]	27.4%	25.7%
Drug Overdose Mortality Rate*[2]	5.8	10.4
Child Abuse Rate†[3]	4.7	9.1
Violent Crime Rate*[4]	165.0	420.0
Firearm Fatality Rate[5]	10.0	12.0
Homicide Rate[6]	1.0	5.0
Depression Among the Medicare Population[7]	18.9%	18.2%

*Notes: *per 100,000 population; †per 1,000 children*
Data Sources: [1]County Health Rankings, 2015–2019; [2]CDC Compressed Mortality File, 2016–2018; [3]Texas Department of Family and Protective Services, 2020; [4]Uniform Crime Reporting-FBI; CDC WONDER, [5]2014–2018, [6]2012–2018; [7]Centers for Medicare and Medicaid Services, 2018

Findings based on Table 24:

- In Williamson County, 27.4% of motor vehicle crash deaths involved alcohol, compared to 25.7% in Texas.
- Williamson County had a drug overdose mortality rate of 5.8 per 100,000 population, which was lower than the rate in Texas (10.4 per 100,000 population).
- In Williamson County, there were 4.7 children under age 18 who experienced abuse or neglect per 1,000 children. This rate is lower than Texas' rate of 9.1 per 1,000 children.
- Violent crime includes homicide, forcible rape, robbery, and aggravated assault. The total violent crime rate per 100,000 population in Williamson County was 165.0 crimes, which is significantly lower than the rate in Texas (420.0).
    - The rate of firearm deaths per 100,000 population in Williamson County was 10.0, compared to 12.0 in Texas.
    - The rate of homicide deaths per 100,000 population in Williamson County was 1.0, compared to 5.0 in Texas.
- Medicare is the federal health insurance program for persons ages 65 and older, persons under age 65 with certain disabilities, and persons of any age with end-stage renal disease. As of 2015, an estimated 18.9% of Medicare beneficiaries in Williamson County were treated for depression, which is higher than in Texas (18.0%).

Suicide Mortality

Why is this important?

Suicide is a leading cause of death and a major, preventable public health problem in the United States. According to the Centers for Disease Control and Prevention, more than 47,500 people in the U.S. died by suicide in 2019. Suicide deaths are

[81] "Fast Food Restaurant Density."
[82] "What Is Mental Health?"

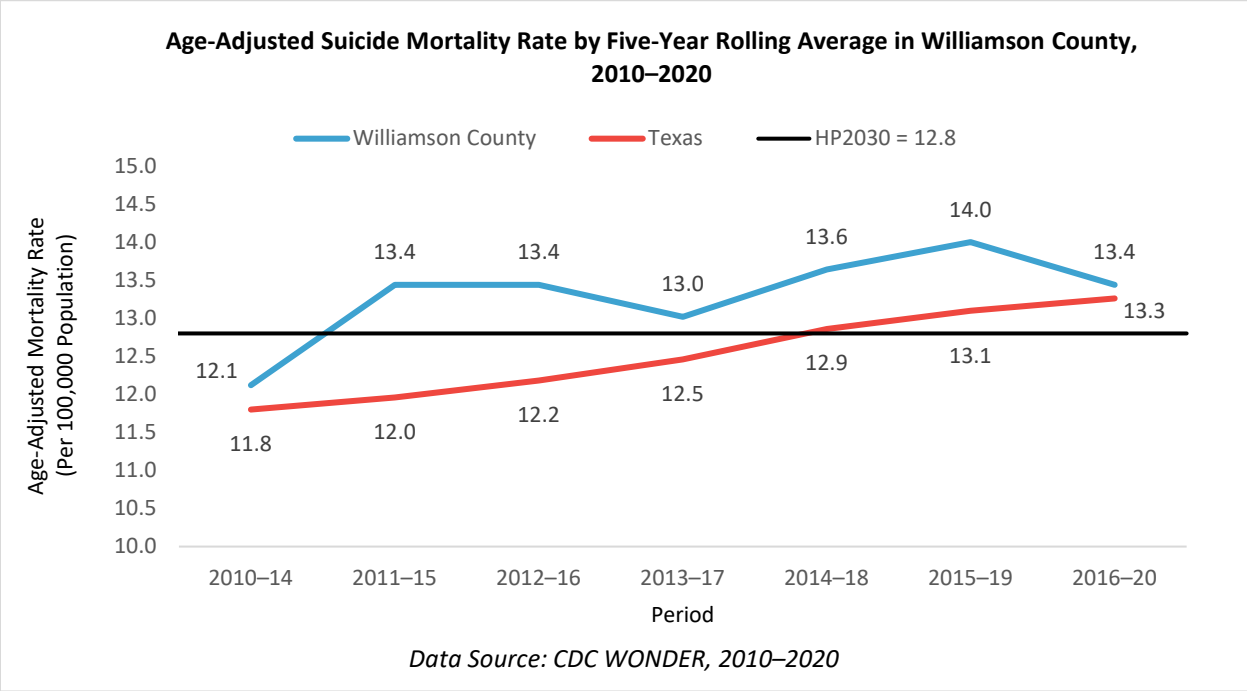
only one part of the problem; for every suicide death in 2019, there were approximately 29 suicide attempts.[83] On suicide deaths, impacts, and distribution in the United States, Healthy Williamson County writes:

> [T]hose who survive suicide may have serious injuries, in addition to having depression and other mental problems. Other repercussions of suicide include the combined medical and lost work costs on the community, totaling to over $30 billion for all suicides in a year, and the emotional toll on family and friends. Men are about four times more likely than women to die of suicide, but three times more women than men report attempting suicide. Suicide occurs at a disproportionately higher rate among adults 75 years and older.[84]

Between 2010 and 2020, the age-adjusted suicide mortality rate rose in Williamson County and Texas (Figure 40).

Age-adjusted suicide mortality in Williamson County was higher among males (20.1 deaths per 100,000 population) than females (5.9 per 100,000 population) (Figure 41). While the overall age-adjusted suicide mortality rate in Williamson County (12.7 deaths per 100,000 population) met the Healthy People 2030 target (12.8 per 100,000 population), the overall rate in Texas (13.4 per 100,000 population) did not.

Figure 40: Age-Adjusted Suicide Mortality Rate by Five-Year Rolling Average in Williamson County and Texas. 2010–2020

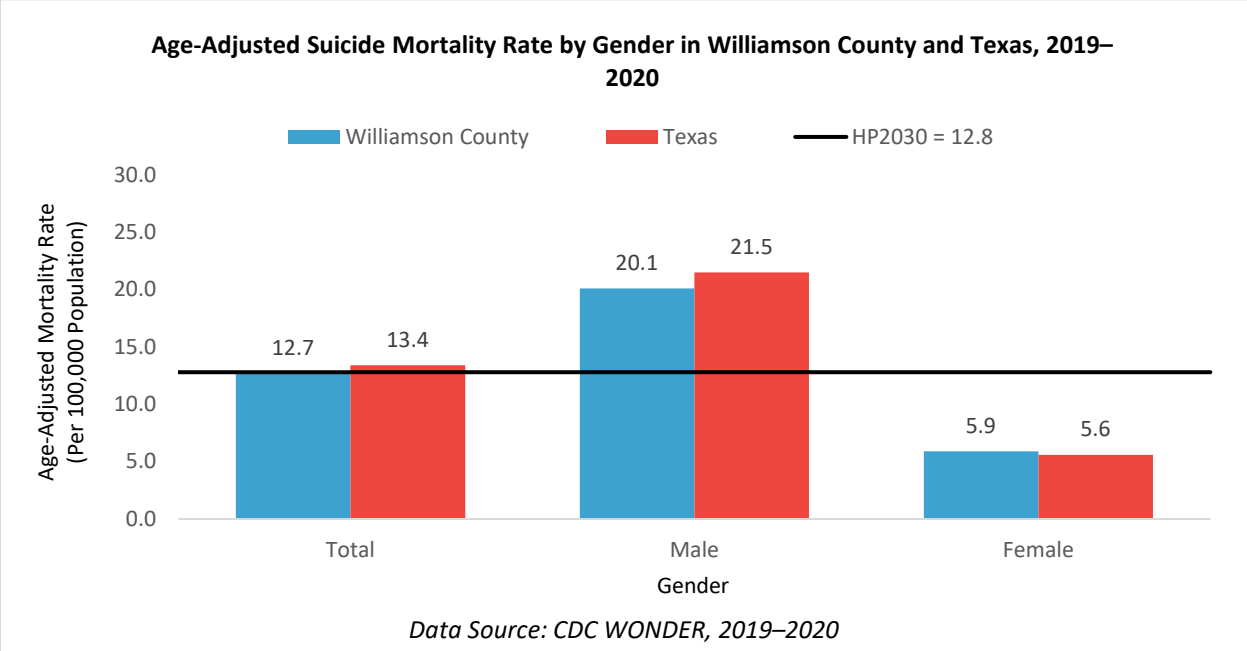


Data Source: CDC WONDER, 2010–2020

[83] "Facts About Suicide."

[84] "Age-Adjusted Death Rate Due to Suicide."

Figure 41: Age-Adjusted Suicide Mortality Rate by Gender in Williamson County and Texas, 2019



Data Source: CDC WONDER, 2019–2020

Mental Health Hospitalizations

Why is this important?

"According to the National Center for Health Statistics, treatment for mental disorders is a major cause of hospitalization for children and adolescents between the ages of 10 and 21 years." [85] "It is important to recognize and address potential psychological issues before they become critical, particularly because the greatest opportunity for prevention is among young people." [86]

Healthy Williamson County discusses the factors influencing mental health and the burden of mental illness in the United States, writing:

> Mental disorders are one of the leading causes of disability in the United States. In any given year, approximately 13 million American adults have a seriously debilitating mental illness. Furthermore, unstable mental health can lead to suicide…An individual's mental health is affected by a combination of factors, including biology (genes/brain chemistry), life experiences (trauma/abuse), and family history regarding mental health problems. Due to the complex interplay between so many factors, it is especially important to recognize early warning signs, such as too much or too little sleep, rapid weight loss or weight gain, lack of energy and motivation in talking to people or participating in usual activities, or feelings of helplessness. [87]

Table 25: Mental Health Hospitalizations in Williamson County and Texas, 2017–2019

Mental Health Hospitalizations in Williamson County and Texas, 2017–2019

Age-Adjusted Hospitalization Rate per 10,000	Williamson County	Texas
Due to Adult Mental Health	21.6	36.1
Due to Pediatric Mental Health	43.8	45.0

Notes: Hospitalizations include adjustment disorders; anxiety disorders; attention deficit conduct and disruptive behavior disorders; delirium, dementia, amnestic and other cognitive disorders; disorders usually diagnosed in infancy, childhood, or adolescence; mood disorders; personality disorders; schizophrenia and other psychotic disorders; and impulse control disorders not elsewhere classified.

Data Source: Texas Department of State Health Services, 2017–2019

[85] "Age-Adjusted Hospitalization Rate Due to Pediatric Mental Health."

[86] "Age-Adjusted Hospitalization Rate Due to Adult Mental Health."

[87] Ibid.

Findings based on Table 25:

- From 2017 to 2019, there were 21.6 mental health–related hospitalizations per 10,000 population ages 18 and older in Williamson County. This age-adjusted rate is lower than Texas' rate of 36.1 mental health–related hospitalizations per 10,000 population.
- From 2017 to 2019, there were 43.8 pediatric mental health–related hospitalizations per 10,000 population under age 18 in Williamson County. This age-adjusted rate is lower than Texas' rate of 45.0 pediatric mental health–related hospitalizations per 10,000 population.

Local Spotlight: Bluebonnet Trails Community Services

In Williamson County, the largest mental health provider is Bluebonnet Trails Community Services (BTCS). Below is an overview of BTCS which includes the number of services provided by category and the most diagnosed mental health disorders in 2020.

In 2020 at BTCS, two in three encounters were for mental health, followed by intellectual and developmental disability and early childhood intervention and autism (Table 26). BTCS served almost 4,000 persons experiencing a major depressive disorder, almost 2,000 experiencing bipolar disorder, and about 1,700 individuals with autism or an intellectual disability (Figure 42).

Table 26: Total Numbers of Encounters for Williamson County Patients Served at Bluebonnet Trails Community Services, 2020

Total Numbers of Encounters for Williamson County Patients Served at Bluebonnet Trails Community Services, 2020

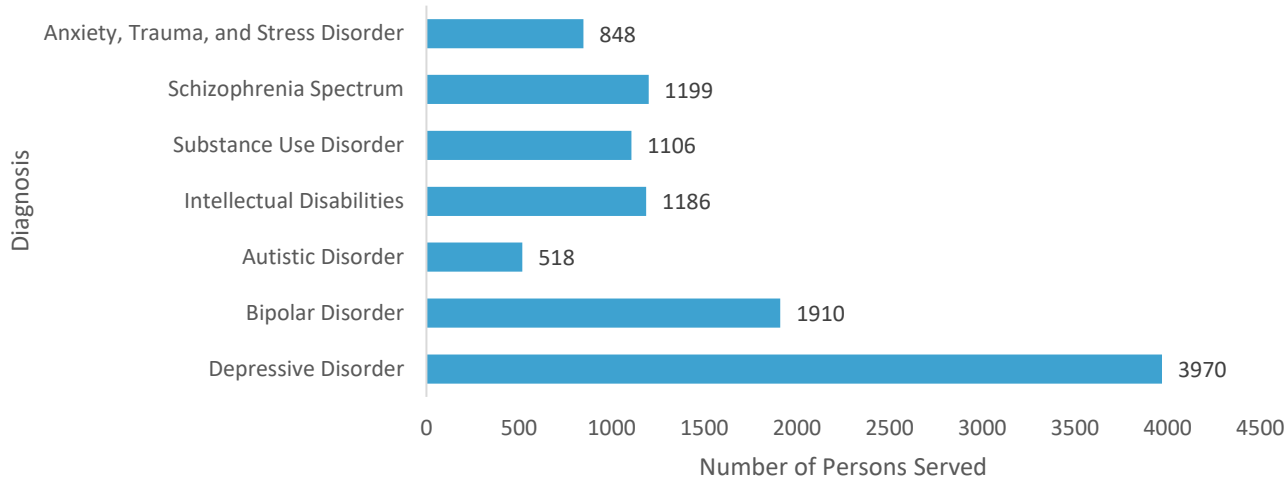
Service Category	Count	Percent
Mental Health	98,296	64.1%
Substance Use	8,462	5.5%
Intellectual and Developmental Disability	24,306	15.8%
Early Childhood Intervention and Autism	22,318	14.6%
Total	153,382	100%

Data Source: Bluebonnet Trails Community Services, 2020

Findings based on Table 26:

- In 2020, there were 98,296 mental health encounters for Williamson County patients served at Bluebonnet Trails Community Services. Mental health accounted for 64.1% of all encounters.
- In 2020, there were 8,462 substance abuse encounters for Williamson County patients served at Bluebonnet Trails Community Services. Substance abuse accounted for 5.5% of all encounters.
- In 2020, there were 24,306 intellectual and developmental disability encounters for Williamson County patients served at Bluebonnet Trails Community Services. Intellectual and developmental disability accounted for 15.8% of all encounters.
- In 2020, there were 22,318 Early childhood intervention and autism encounters for Williamson County patients served at Bluebonnet Trails Community Services. Early childhood intervention and autism accounted for 14.6% of all encounters.

Figure 42: Number of Persons Served by Diagnosis at Bluebonnet Trails Community Services, Williamson County, 2020



Data Source: Bluebonnet Trails Community Services, 2020

Key Findings

Certain mental health indicators stood out for having mortality rates that are not only high, but higher than the overall Texas value. These indicators are described in full detail with future recommendations:

- **Alcohol-impaired driving death rates are higher in the county than in the state.** Evidence-based efforts should be made to decrease the number of alcohol-related motor-vehicle deaths in Williamson County.
- **Suicide mortality has risen over time in Williamson County, though the most recent rate was below the Healthy People 2030 target and the state's rate. Males die from suicide at disproportionately high rates as compared to females**. Preventing suicide involves everyone in the community, including the state, healthcare systems, employers, communities, schools, media, and individuals. When public health departments bring together community partners to solve this issue, the likelihood of preventing suicide is greater.[88] However, additional data are needed to determine the specific attributes of at-risk groups in Williamson County.
- **Williamson County has drug overdose mortality rates, child abuse rates, violent crime rates, and adult mental health hospitalization rates that are significantly lower than the state's rates.**

C8. Maternal and Child Health

The prenatal care a mother receives heavily determines health outcomes of infants and children, who make up an especially vulnerable population. "Safe motherhood begins before conception with proper nutrition and a healthy lifestyle. Planned pregnancy, appropriate prenatal care, prevention of complications when possible, and early and effective treatment of complications when they occur are all essential elements of maternal care."[89] Prioritizing maternal health can help ensure full-term pregnancies without complications, delivery of a healthy infant, and a positive environment of support for the needs of mothers, infants, and families.

Low Birth Weight

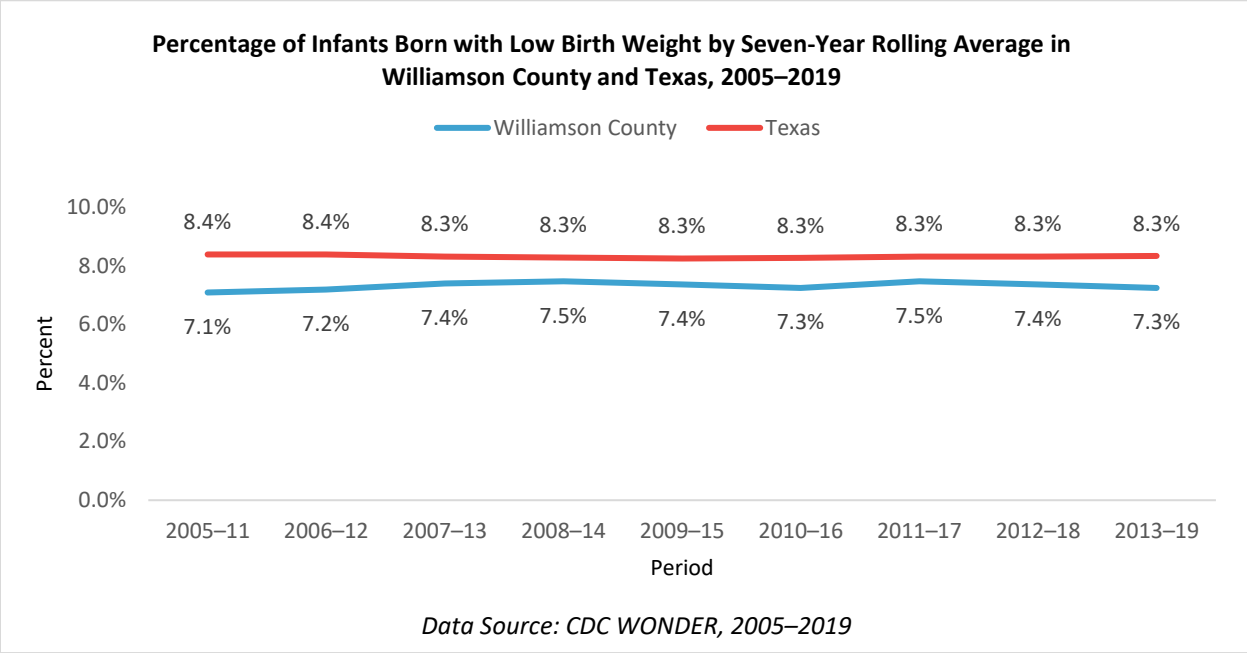
Why is this important?

"Babies born with low birth weight are more likely than babies of normal weight to have health problems and require specialized medical care in the neonatal intensive care unit. Low birth weight is typically caused by premature birth and fetal

[88] "Suicide Rising Across the US."
[89] "The New Public Health."

growth restriction, both of which are influenced by a mother's health and genetics."[90] From 2005 to 2019, Williamson County and Texas experienced similar trends in infants born with low birth weight (Figure 43).

Figure 43: Percentage of Infants Born with Low Birth Weight by Seven-Year Rolling Average in Williamson County and Texas, 2005–2019



Data Source: CDC WONDER, 2005–2019

Preterm Birth

Why is this important?

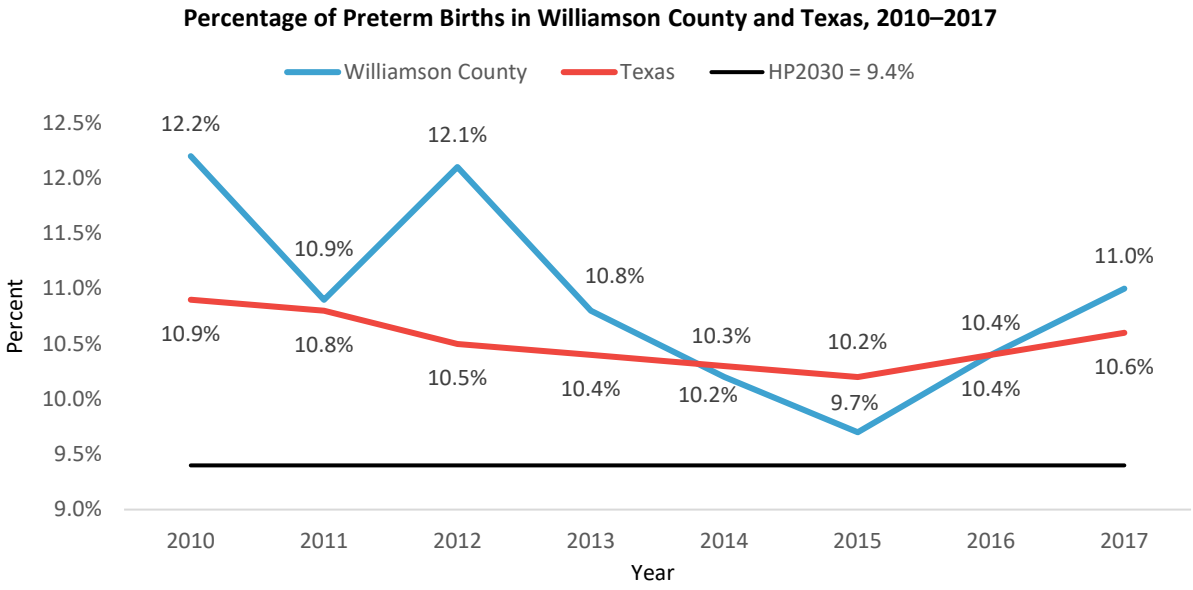
"A full-term pregnancy lasts about 40 weeks, giving the baby the time it needs to fully develop. In some pregnancies, women go into labor too early, a complication known as 'preterm' or premature labor. Labor is considered preterm if it starts before 37 weeks of pregnancy."[91] "Babies born premature[ly] are likely to require specialized medical care, and oftentimes must stay in intensive care nurseries. While there have been many medical advances enabling premature infants to survive, there is still risk of infant death or long-term disability."[92]

From 2010 to 2017, Williamson County experienced a varying trend in percentage of preterm births, while Texas experienced a fairly consistent trend (Figure 44). The percentage of preterm births in Williamson County decreased marginally from 12.2% in 2010 to 11.0% in 2017. Both Williamson County and Texas have consistently had rates of preterm birth above the Healthy People 2030 target (9.4%).

In 2017, the percentages of preterm births across the White, Black, and Hispanic populations in Williamson County were higher than in Texas (Figure 45). The Black population had the highest percentage (15.1%), followed by the Hispanic population (11.8%) and the White population (10.2%). The percentages of preterm births among the Black and Hispanic populations were higher than the overall county value (11.0%).

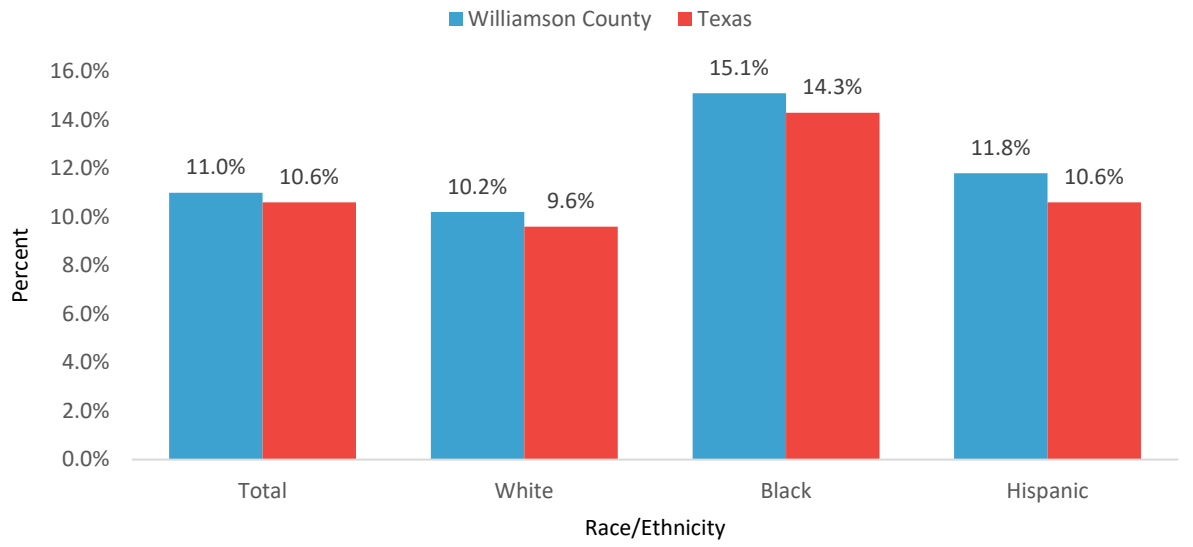
[90] "Babies With Low Birth Weight."
[91] "Preterm Labor & Preterm Birth."
[92] "Preterm Births."

Figure 44: Percentage of Preterm Births in Williamson County and Texas, 2010–2017



Data Source: Texas Department of State Health Services, 2010–2017; March of Dimes, 2010–2017

Figure 45: Percentage of Preterm Births by Race/Ethnicity in Williamson County and Texas, 2017



Data Source: Texas Department of State Health Services, 2010–2017; March of Dimes, 2010–2017

Infant and Child Mortality

Why is this important?

"Infant mortality rate continues to be one of the most widely used indicators of the overall health status of a community. The leading causes of death among infants are birth defects, preterm delivery, low birth weight, sudden infant death syndrome (SIDS), and maternal complications during pregnancy."[93]

[93] "Infant Mortality Rate."

Unintentional injury is the leading cause of death for children and youth in the U.S. Among children, the leading causes of unintentional injury are motor-vehicle traffic, poisoning, drowning, suffocation, burns, and falls.[94] Because it occurs at an early age, child mortality has a large impact on years of potential life lost, a measure that estimates the average number of additional years a person would have lived had the person not died prematurely.[95]

Table 27: Child and Infant Mortality in Williamson County and Texas

Child and Infant Mortality in Williamson County and Texas

Indicator	Williamson County	Texas
Infant Mortality Rate*[1]	4.2	5.5
Child Mortality Rate†[2]	30.0	50.0

*Notes: *per 1,000 live births; †per 100,000 children*
Data Source: [1]CDC WONDER, 2017–2018; [2]County Health Ranking, 2016–2019

Findings based on Table 27:

- Among infants less than 1 year old, the mortality rate in Williamson County (4.2 per 1,000 live births) is lower than both the Texas rate (5.5 per 1,000 live births) and the Healthy People 2030 target (5.0 per 1,000 live births).
- Among children ages 1 to 17, the mortality rate in Williamson County (30.0 per 100,000 population) is lower than the Texas rate (50.0 per 100,000 population).

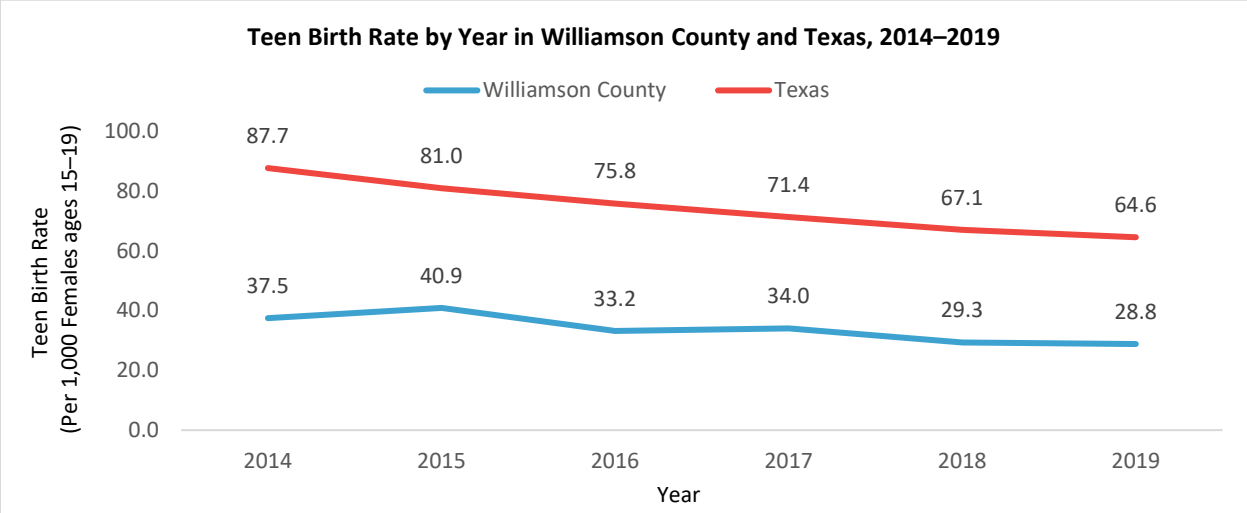
Teen Birth Rate

Why is this important?

"Evidence suggests teen pregnancy significantly increases the risk of repeat pregnancy and of contracting a sexually transmitted infection (STI), both of which can result in adverse health outcomes for mothers, children, families, and communities…Teenage women who bear a child are much less likely to achieve an education level at or beyond high school, much more likely to be overweight/obese in adulthood, and more likely to experience depression and psychological distress."[96]

For both Williamson County and Texas, the birth rate among women ages 15 to 19 decreased greatly from 2014 to 2019 (Figure 46). In 2019, the teen birth rate in the county was 28.8 per 1,000 females, which is a 23% decrease from the rate in 2014 (37.5 per 1,000 females ages 15 to 19).

Figure 46: Teen Birth Rate by Year in Williamson County and Texas, 2014–2019

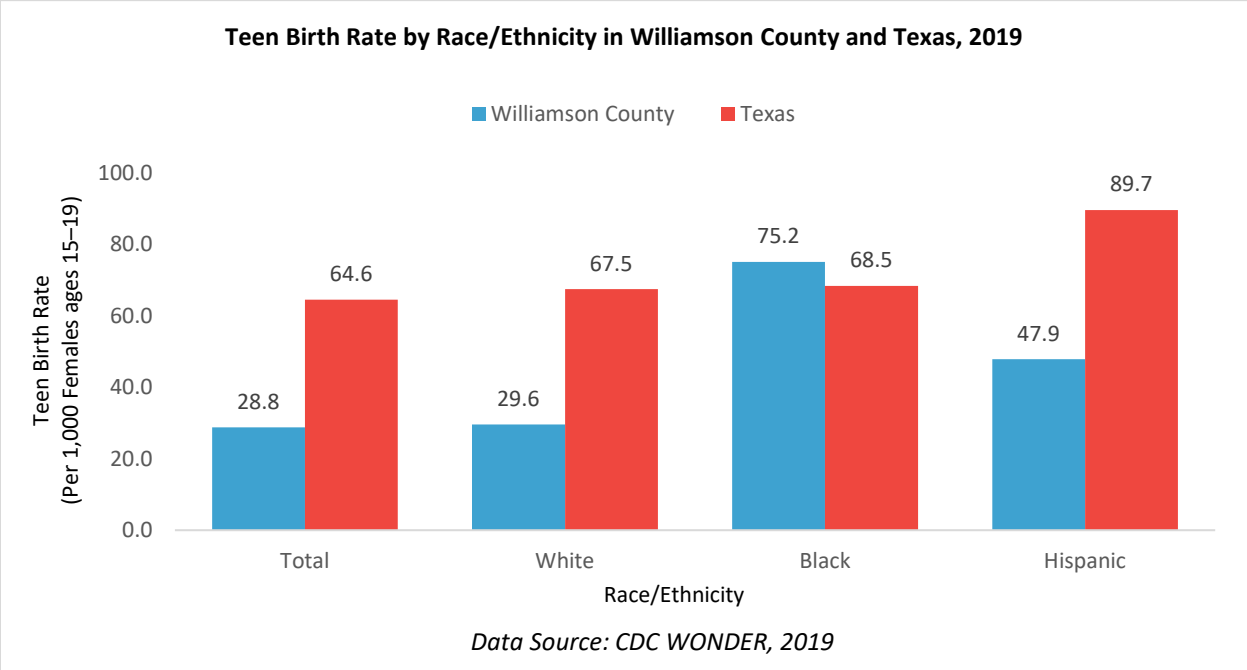


Data Source: CDC WONDER, 2014–2019

[94] West et al., "Unintentional Injury Deaths in Children and Youth, 2010–2019."
[95] "Child Mortality."
[96] "Teen Births."

Among the White and Hispanic populations, Williamson County has lower teen birth rates than Texas; among the Black population, Williamson County's rate is higher than Texas' (Figure 47). However, the teen birth rates of the White (29.6 per 1,000 females ages 15 to 19), Black (75.2 per 1,000), and Hispanic (47.9 per 1,000 females) populations in Williamson County are higher than the overall county rate (28.8 per 1,000).

Figure 47: Teen Birth Rate by Race/Ethnicity in Williamson County and Texas, 2019



Data Source: CDC WONDER, 2019

Prenatal Care

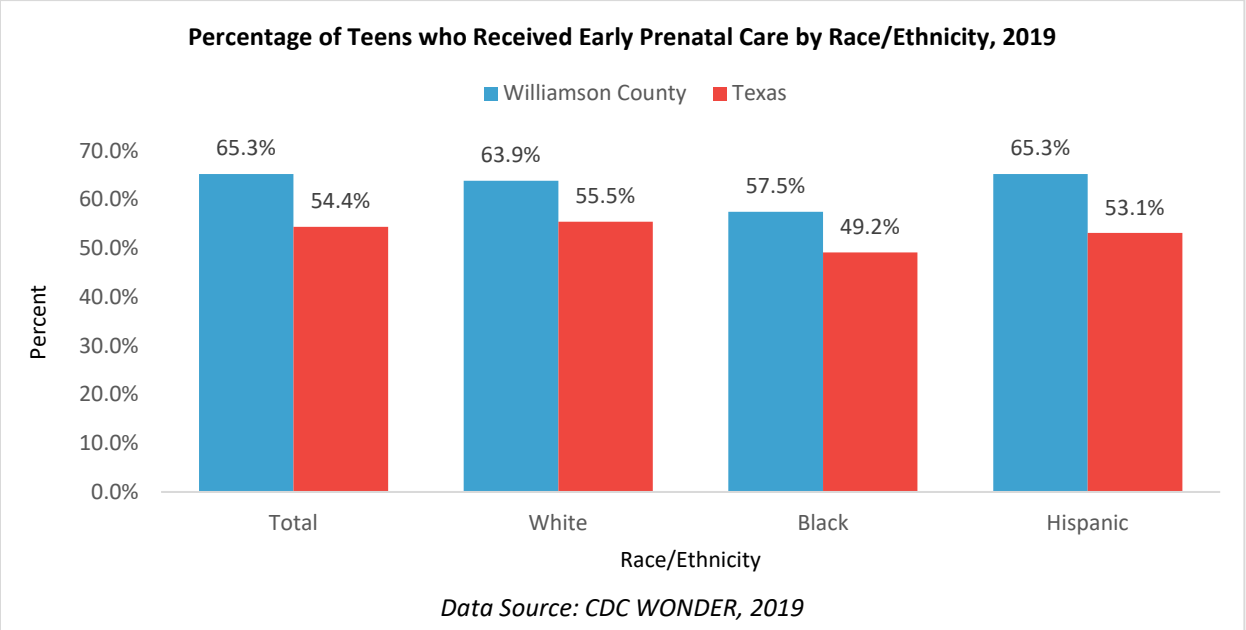
Why is this important?

"Babies born to mothers who do not receive prenatal care are three times more likely to have a low birth weight and five times more likely to die than those born to mothers who do get care. Early prenatal care (i.e., care in the first trimester of a pregnancy) allows women and their health care providers to identify and, when possible, treat or correct health problems and health-compromising behaviors that can be particularly damaging during the initial stages of fetal development."[97]

In Williamson County, the percentages of teen and adult mothers who received early prenatal care was higher than in Texas across all racial/ethnic groups (Figure 48 and Figure 49). Among teens in Williamson County, the percentages of White (63.9%) and Black (57.5%) mothers who received early prenatal care were below the overall county value (65.3%) (Figure 48). A similar trend is seen among adult mothers in Williamson County: the percentages of White (85.2%), Hispanic (83.0%), and Black (79.1%) mothers who received early prenatal care were lower than the overall county value (85.7%) (Figure 49). In addition, the percentage of teen mothers who received early prenatal care was lower than that of adult mothers across all racial/ethnic groups.

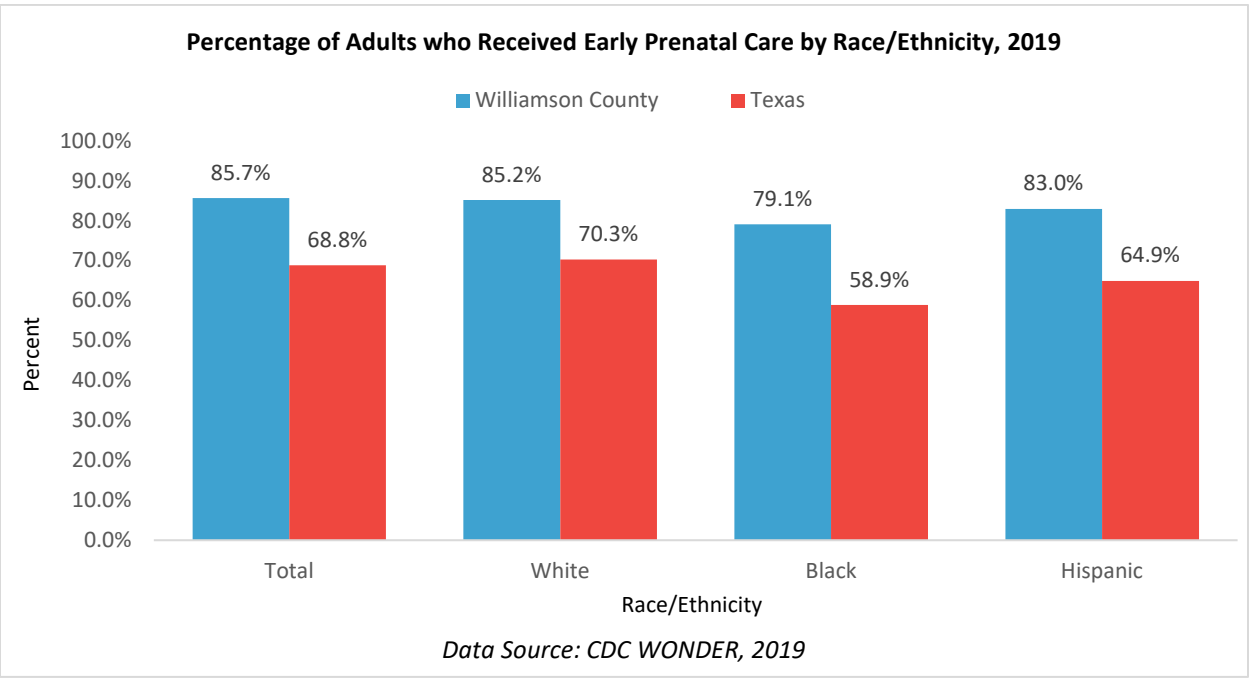
[97] "Mothers Who Received Early Prenatal Care."

Figure 48: Percentage of Teens who Received Early Prenatal Care by Race/Ethnicity, 2019



Data Source: CDC WONDER, 2019

Figure 49: Percentage of Adults who Received Early Prenatal Care by Race/Ethnicity, 2019



Data Source: CDC WONDER, 2019

Key Findings

Williamson County has many notable strengths regarding maternal and infant health. These include low rates of low birth weight and child mortality and a declining teen birth rate.

In contrast, these trends in maternal, infant, and child health outcomes demand greater attention:

- The Black and Hispanic populations in Williamson County have **preterm and teen birth rates that are higher than the county's overall**.
- The Black population has the **highest percentage of preterm and teen births** and the **lowest percentage of teens and adults who received prenatal care**. Increasing prenatal care among teen and adult mothers can improve birth outcomes such as low birth weight and infant mortality.

- **Preterm births have increased since 2015**, surpassing the state rate and remaining higher than the Healthy People 2030 goal. Preterm birth is more likely to increase healthcare costs and health challenges.

C9. Death, Illness, and Injury

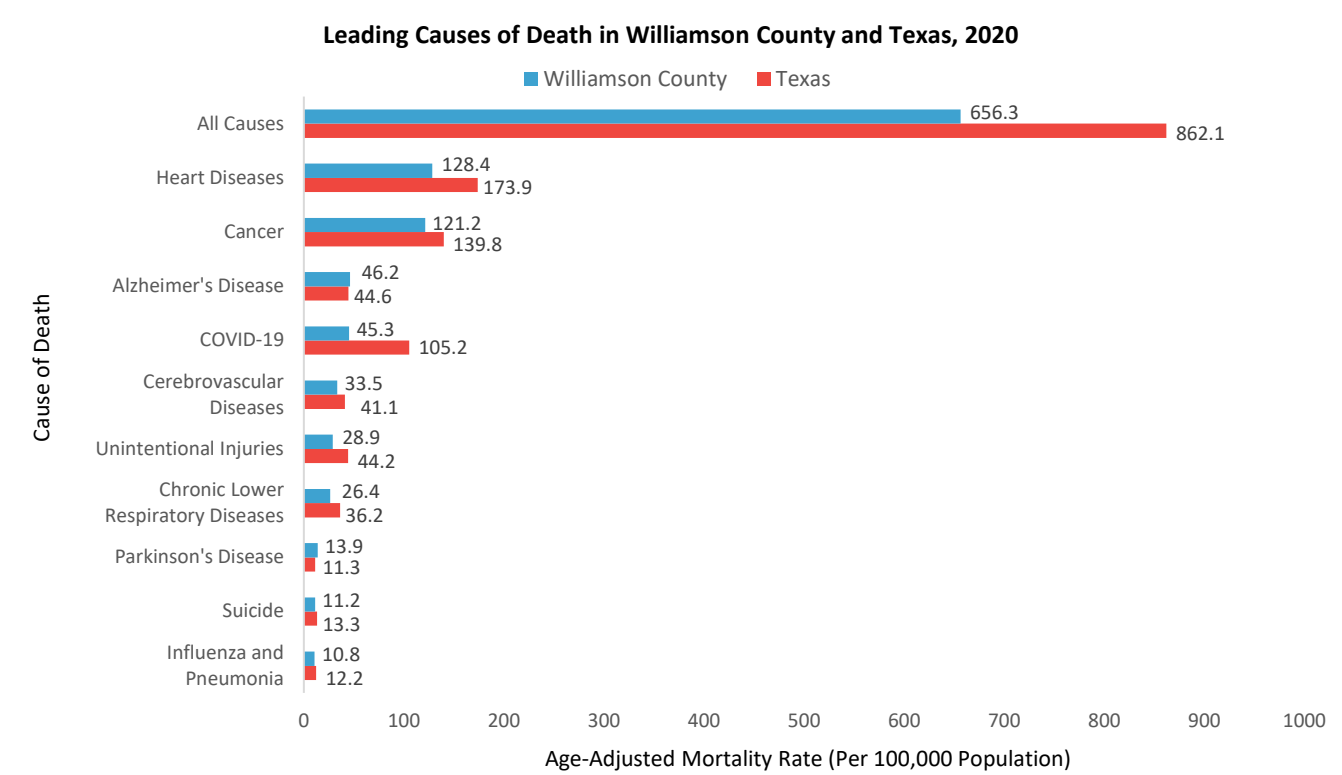
Mortality (rates of death within a population) and morbidity (rates of incidence and prevalence of disease) measure health status in a community. In 2020, the top ten causes of death in Williamson County were[98]:

1. Heart diseases
2. Cancer
3. Alzheimer's disease
4. Coronavirus disease (COVID-19)
5. Cerebrovascular diseases
6. Unintentional Injuries
7. Chronic lower respiratory diseases
8. Parkinson's disease
9. Suicide
10. Influenza and pneumonia

This section examines the relationship between gender, race/ethnicity, and mortality among the top causes of death in Williamson County.

Figure 50 displays age-adjusted mortality rates for the top ten causes of death in Williamson County and Texas in 2020. For all causes of death, Williamson County had a lower age-adjusted mortality rate (656.3 deaths per 100,000 population) than Texas (862.1 deaths per 100,000 population).[99;100] Compared to Texas, Williamson County had higher age-adjusted mortality rates for Alzheimer's disease (44.6 for Texas and 46.2 for Williamson County per 100,000 population) and Parkinson's disease (11.3 and 13.9 per 100,000 population, respectively). Coronavirus disease (COVID-19) became the third leading cause of death in Texas and the fourth leading cause of death in Williamson County in 2020, the first year of the ongoing global pandemic. In 2020, the leading cause of death in both Williamson County and Texas was heart diseases.

Figure 50: Leading Causes of Death in Williamson County and Texas, 2020



Data Source: CDC WONDER, 2020

[98] "Underlying Cause of Death 1999-2020: 15 Leading Causes of Death: Williamson County, TX on CDC WONDER Online Database."
[99] "Underlying Cause of Death 1999-2020: Williamson County, TX on CDC WONDER Online Database."
[100] "Underlying Cause of Death 1999-2020: Texas on CDC WONDER Online Database."

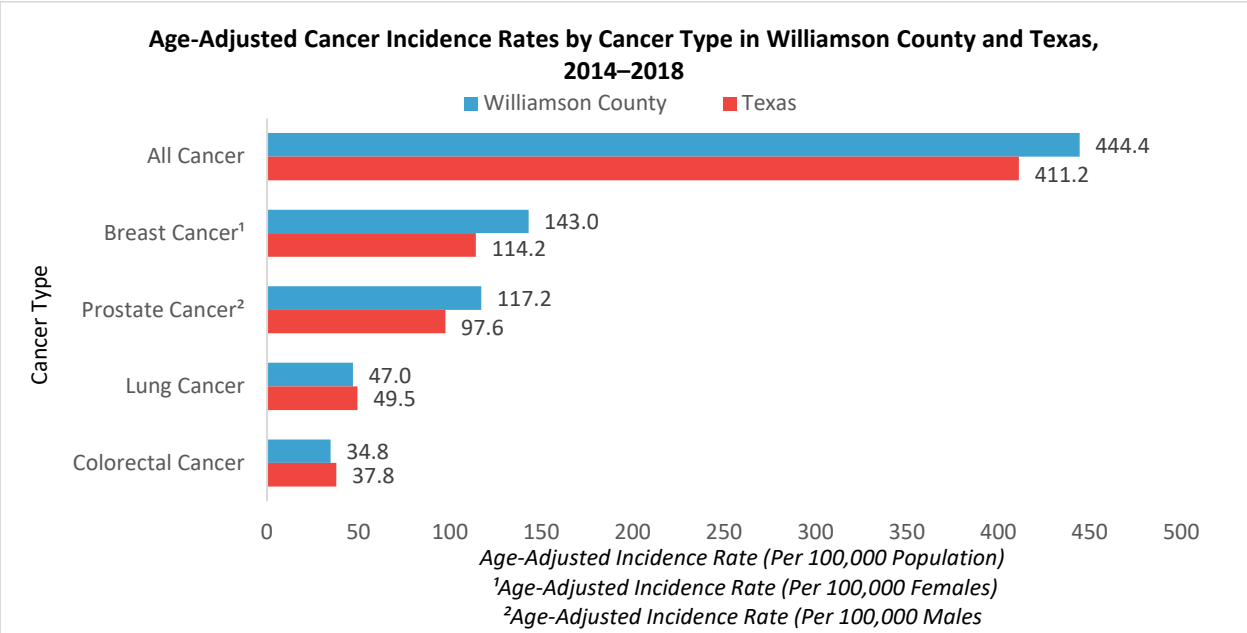
Cancer

Why is this important?

"The National Cancer Institute (NCI) defines cancer as a term used to describe diseases in which abnormal cells divide without control and are able to invade other tissues. According to the NCI there are over 100 different types of cancer, but breast, colon, lung, pancreatic, prostate, and rectal cancer lead to the greatest number of annual deaths. Risk factors of cancer include but are not limited to age, alcohol use, tobacco use, a poor diet, certain hormones, and sun exposure." Certain risk factors (i.e., age) are unavoidable, but reducing exposure to others, such as alcohol use and sun exposure, may decrease the risk for some cancers.[101]

The age-adjusted cancer incidence rate, which describes newly diagnosed cases, was higher in Williamson County (444.4 per 100,000 population) than in Texas (411.2 per 100,000 population) (Figure 51). Of all cancer types, breast cancer had the highest incidence rate in Williamson County (143.0 per 100,000 females), followed by prostate cancer (117.2 per 100,000 males). The incidence rate of each was higher in Williamson County than in Texas (114.2 newly diagnosed breast cancer cases per 100,000 females and 97.6 newly diagnosed prostate cancer cases per 100,000 males). In contrast, both lung and colorectal cancer incidence rates were lower in Williamson County than in Texas.

Figure 51: Age-Adjusted Cancer Incidence Rates by Cancer Type in Williamson County and Texas, 2014–2018

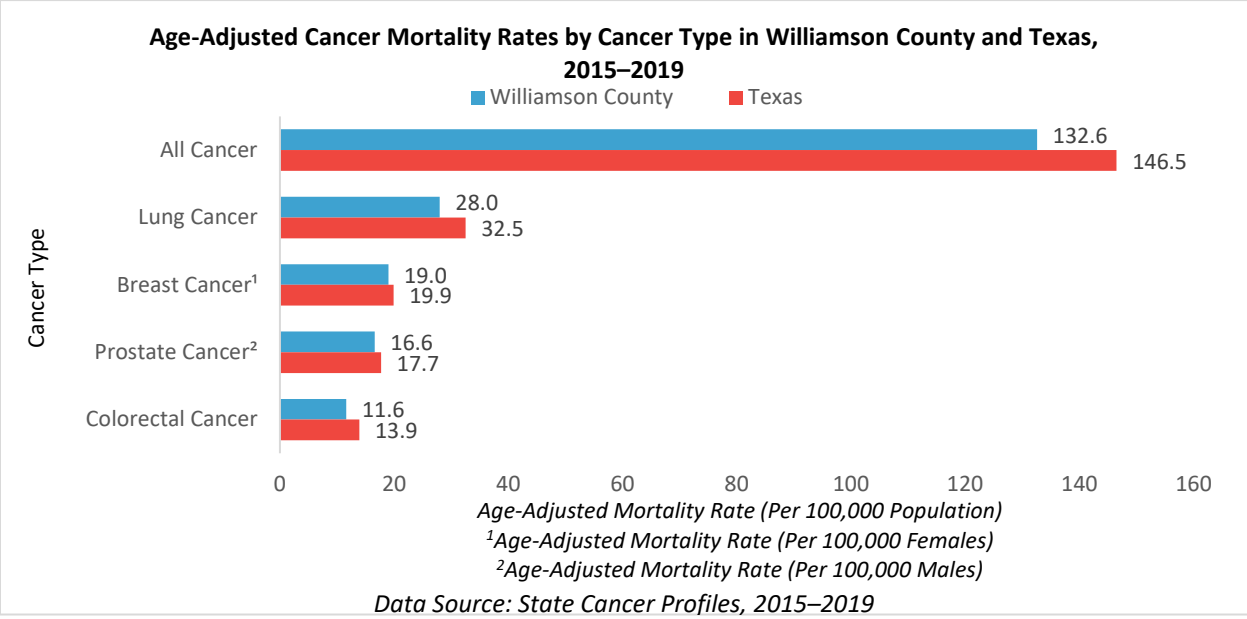


Data Source: State Cancer Profiles, 2014–2018

The age-adjusted cancer mortality rate was lower in Williamson County (132.6 deaths per 100,000 population) than in Texas (146.5 per 100,000 population) (Figure 52). In Williamson County, lung cancer had the highest mortality rate (28.0 per 100,000 population), followed by breast cancer (19.0 per 100,000 females).

[101] "Adults with Cancer."

Figure 52: Age-Adjusted Cancer Mortality Rates by Cancer Type in Williamson County and Texas, 2015–2019



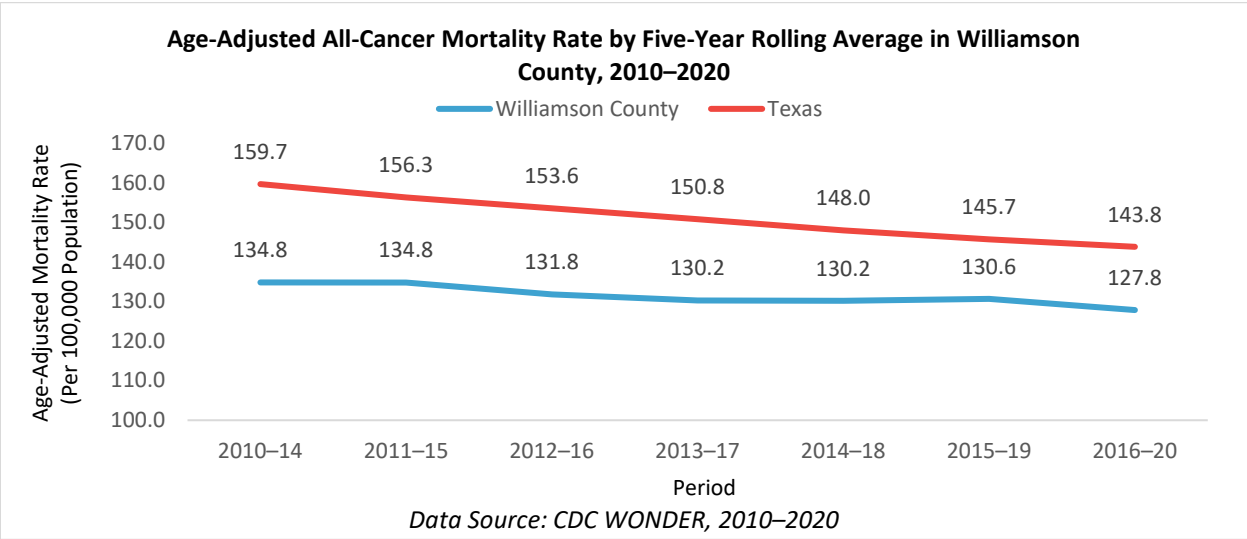
Data Source: State Cancer Profiles, 2015–2019

From 2010 to 2020, the age-adjusted all-cancer mortality rate in Williamson County was relatively consistent, while the rate in Texas steadily decreased (Figure 53). In Williamson County, the 2010–2014 rate was 134.8 deaths per 100,000 population and the 2016–2020 rate was 127.8 per 100,000 population.

Males and females in Williamson County had lower age-adjusted all-cancer mortality rates (150.7 and 107.6 deaths per 100,000 population, respectively), compared to males and females in Texas (168.5 and 119.5 deaths per 100,000 population, respectively) (Figure 54). Only the age-adjusted all-cancer mortality rates for females in Williamson County and Texas were below the Healthy People 2030 target of 122.7 deaths per 100,000 population.

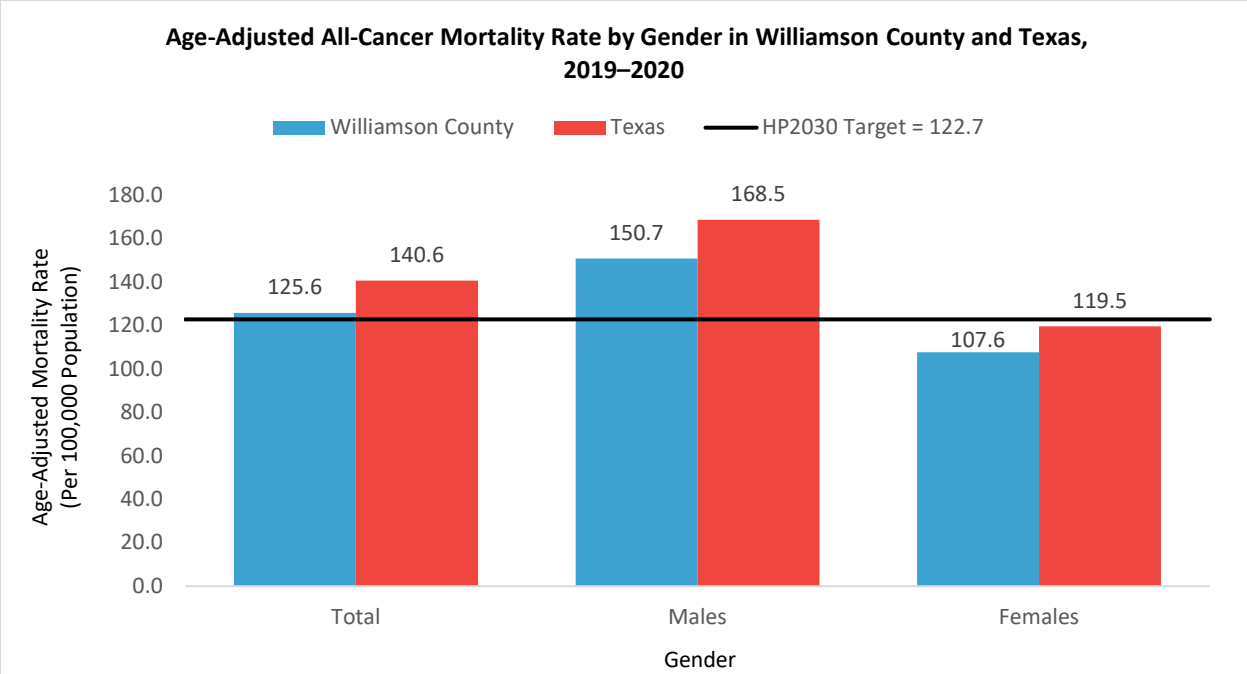
Williamson County and Texas had slightly differing trends in age-adjusted all-cancer mortality rate based on race/ethnicity (Figure 55). The White population had the highest mortality rate in Williamson County (129.9 deaths per 100,000 population), followed by the Black population (126.2). In Texas, the Black population had the highest rate (169.9), followed by the White population (141.1). In both Williamson County and Texas, the Hispanic population had the second lowest rates (87.6 in Williamson County and 111.5 in Texas), and the Asian population had the lowest rates (62.5 and 83.6). The rates for both the Hispanic and Asian populations in Williamson County and in Texas were below the Healthy People 2030 target of 122.7 deaths per 100,000 population.

Figure 53: Age-Adjusted All-Cancer Mortality Rate by Five-Year Rolling Average in Williamson County, 2010–2020



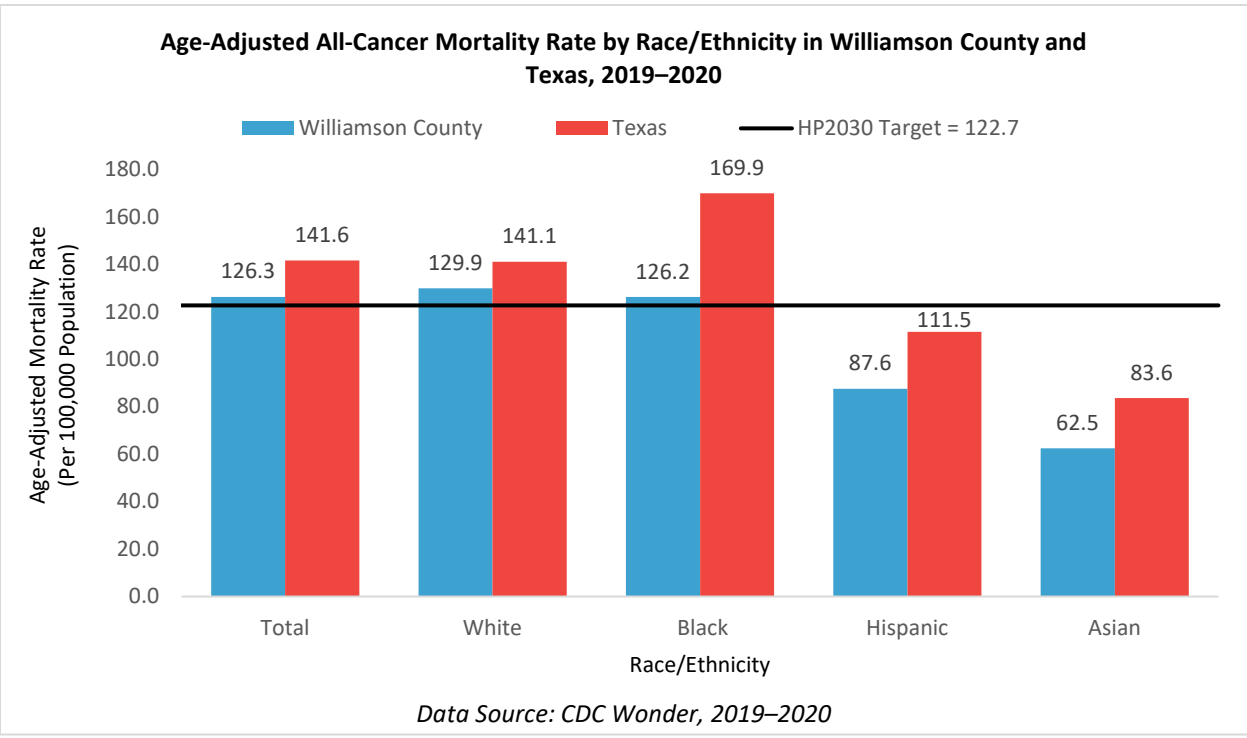
Data Source: CDC WONDER, 2010–2020

Figure 54: Age-Adjusted All-Cancer Mortality Rate by Gender in Williamson County and Texas, 2019–2020



Data Source: CDC WONDER, 2019–2020

Figure 55: Age-Adjusted All-Cancer Mortality Rate by Race/Ethnicity in Williamson County and Texas, 2019–2020



Data Source: CDC Wonder, 2019–2020

Heart Diseases

Why are these important?

"Cardiovascular diseases, including heart disease and stroke, account for more than one-third of all U.S. deaths and a leading cause of disability. Heart disease is a term that encompasses a variety of different diseases affecting the heart. The most common type in the United States is coronary artery disease, which can cause heart attack, angina, heart failure, and

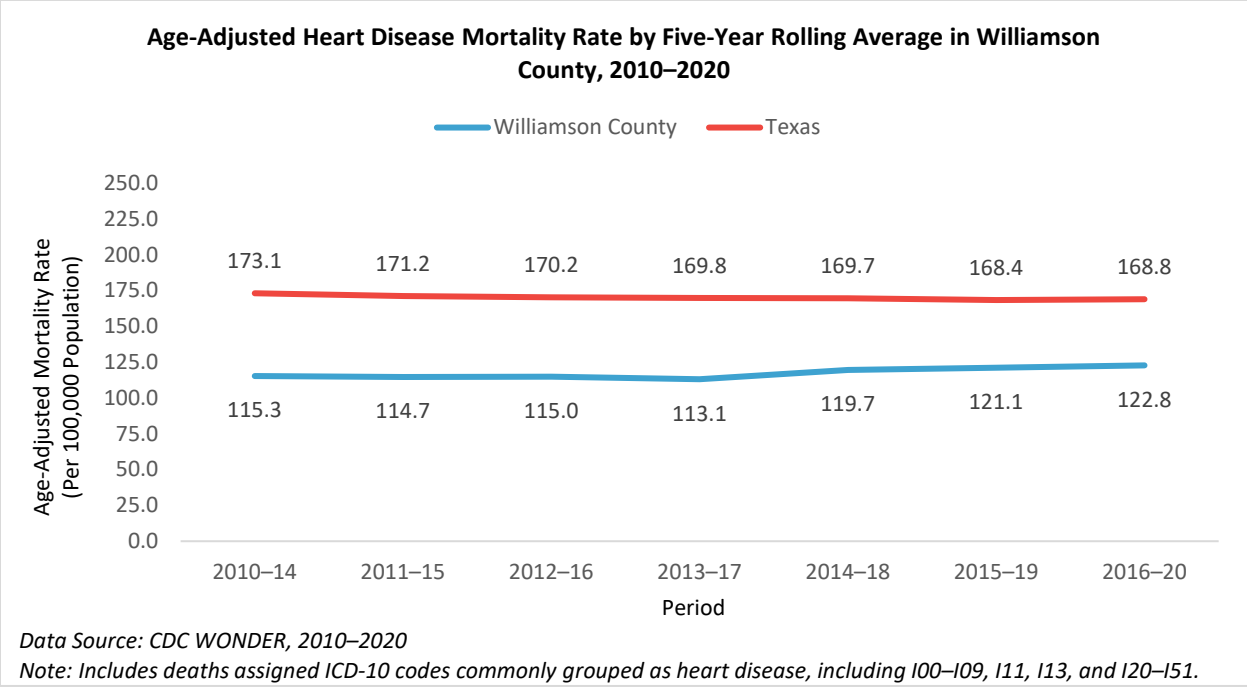
arrhythmias. There are many modifiable risk factors for heart disease and stroke including tobacco smoking, obesity, sedentary lifestyle, and poor diet. Controlling high blood pressure and cholesterol are also important prevention strategies." [102] Note that the data in this subsection include only those for heart diseases and exclude those for other circulatory system diseases, like stroke.

From 2010 to 2020, Williamson County consistently had a lower age-adjusted heart disease mortality rate than Texas (Figure 56). However, while the mortality rate in Texas decreased over the 11-year period, the mortality rate in Williamson County increased from 115.3 per 100,000 population in 2010–2014 to 122.8 per 100,000 population in 2016–2020.

Males and females in Williamson County had lower age-adjusted heart disease mortality rates compared to males and females in Texas: 161.5 and 94.1 per 100,000 population for males and females, respectively, in Williamson County, as compared to 214.9 and 130.5 per 100,000 population for males and females, respectively, in Texas (Figure 57).

Williamson County and Texas had similar profiles regarding age-adjusted heart disease mortality rate based on race/ethnicity (Figure 58). The Black population had the highest mortality rate (157.9 deaths in Williamson County and 217.0 deaths in Texas per 100,000 population), followed by the White (126.0 and 168.0, respectively), Hispanic (100.2 and 135.8, respectively), and Asian (60.8 and 75.1, respectively) populations.

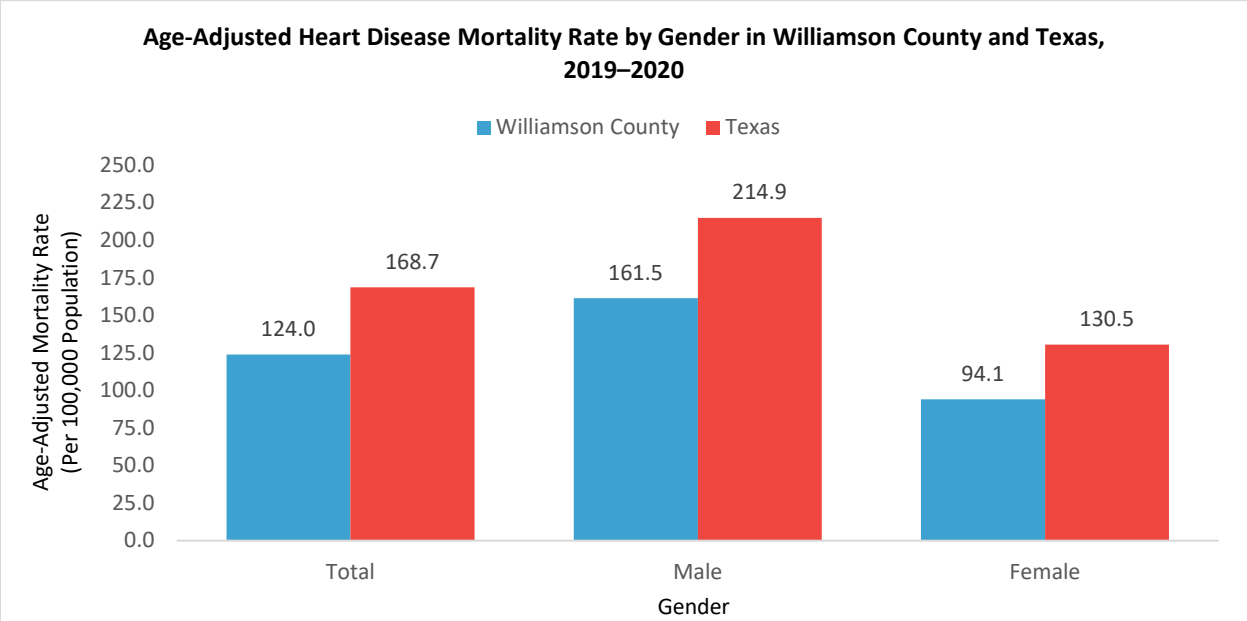
Figure 56: Age-Adjusted Heart Disease Mortality Rate by Five-Year Rolling Average in Williamson County, 2010–2020



Data Source: CDC WONDER, 2010–2020
Note: Includes deaths assigned ICD-10 codes commonly grouped as heart disease, including I00–I09, I11, I13, and I20–I51.

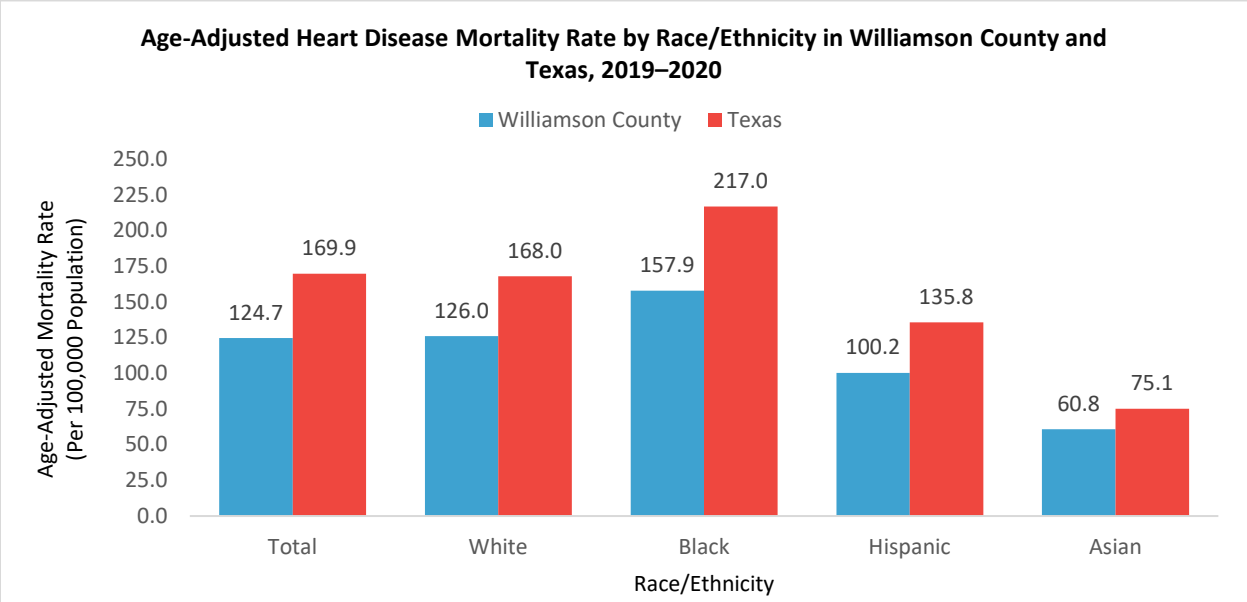
[102] "Adults Who Experienced Coronary Heart Disease."

Figure 57: Age-Adjusted Heart Disease Mortality Rate by Gender in Williamson County and Texas, 2019–2020



Data Source: CDC WONDER, 2019–2020
Note: Includes deaths assigned ICD-10 codes commonly grouped as heart disease, including I00–I09, I11, I13, and I20–I51.

Figure 58: Age-Adjusted Heart Disease Mortality Rate by Race/Ethnicity in Williamson County and Texas, 2019–2020



Data Source: CDC WONDER, 2019–2020
Note: Includes deaths assigned ICD-10 codes commonly grouped as heart disease, including I00–I09, I11, I13, and I20–I51.

Alzheimer's Disease

Why is this important?

Healthy Williamson County describes Alzheimer's disease and its toll:

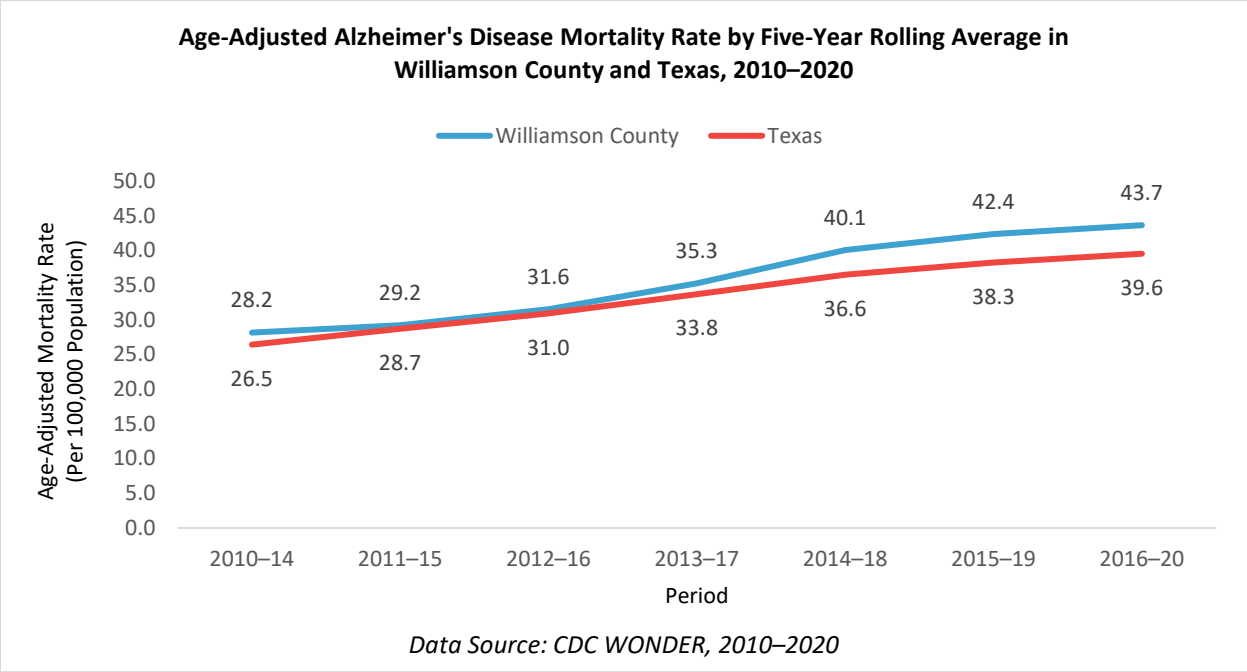
> Alzheimer's disease is the most common form of dementia among older people. It is a progressive and irreversible disease that impairs memory and affects thinking and behavior, to the point of eventually interfering with daily tasks. The greatest risk factor currently known is increasing age. After age 65, the likelihood of developing the disease doubles every five years; the risk is nearly 50% after age 85. Alzheimer's imposes heavy emotional and financial

burdens on families. While there is currently no cure, there are treatments that can slow the progression of Alzheimer's and improve the quality of life for people with Alzheimer's and their caregivers.[103]

From 2010 to 2020, Williamson County and Texas experienced similar trends in age-adjusted Alzheimer's disease mortality rate, with both increasing during the 11-year period (Figure 59).

In Williamson County, the age-adjusted Alzheimer's disease mortality rate was higher among females (48.6 deaths per 100,000 population) compared to males (34.0 per 100,000 population) (Figure 60). Moreover, the rate among females was higher than the overall county value (43.2 per 100,000 population). The White population in Williamson County had the highest age-adjusted Alzheimer's disease mortality rate (44.8 per 100,000 population), followed by the Black (33.8 per 100,000 population) and Hispanic (28.7 per 100,000 population) populations (Figure 61). Note that the age-adjusted Alzheimer's disease mortality rates by gender and race/ethnicity are based on data from 2015–2020, while the mortality rates for the other causes of death in this section are based on data from 2019–2020. This is due to a lack of reliable data for the Alzheimer's disease mortality reporting categories from 2019–2020 data alone.

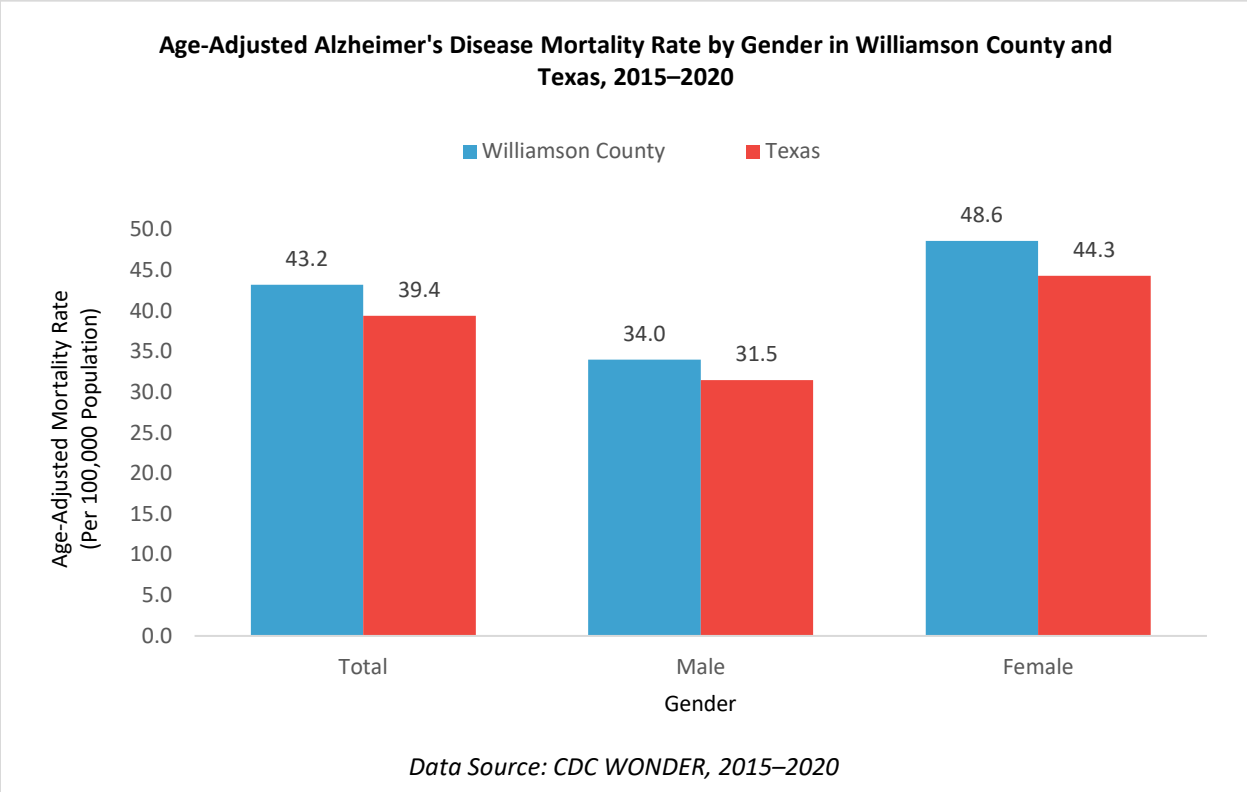
Figure 59: Age-Adjusted Alzheimer's Disease Mortality Rate by Five-Year Rolling Average in Williamson County and Texas, 2010–2020



Data Source: CDC WONDER, 2010–2020

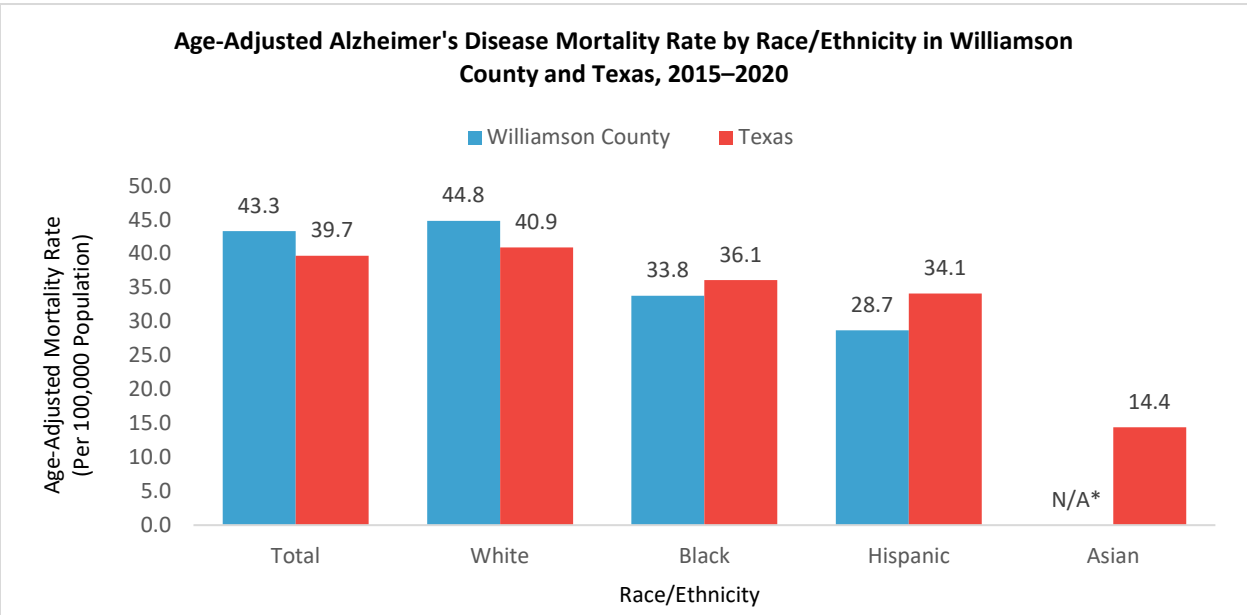
[103] "Age-Adjusted Death Rate Due to Alzheimer's Disease."

Figure 60: Age-Adjusted Alzheimer's Disease Mortality Rate by Gender in Williamson County and Texas, 2015–2020



Data Source: CDC WONDER, 2015–2020

Figure 61: Age-Adjusted Alzheimer's Disease Mortality Rate by Race/Ethnicity in Williamson County and Texas, 2015–2020



Data Source: CDC WONDER, 2015–2020
*Note: *Reliable data not available*

Unintentional Injuries

Why are these important?

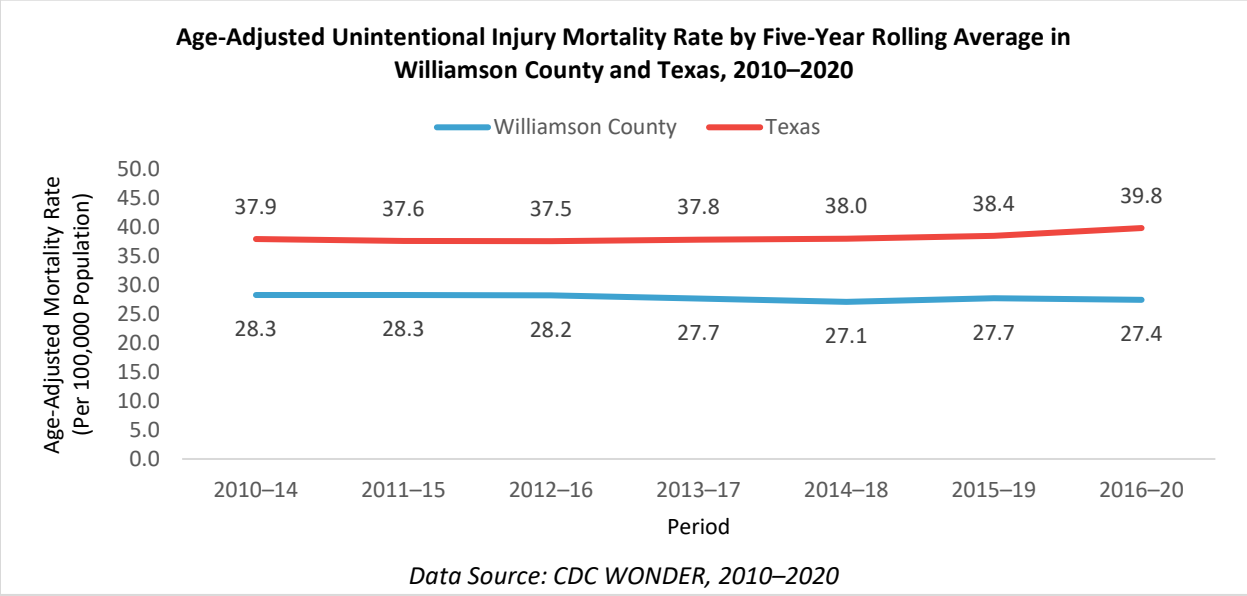
Injuries affect everyone regardless of age, economic status, or race. According to the Centers for Disease Control and Prevention, "In the first half of life, more Americans die from injuries…than from any other cause, including cancer, HIV, or

the flu." Unintentional injuries — including unintentional poisoning (e.g., drug overdose), motor-vehicle crashes, unintentional drowning, and unintentional falls, among others — are the leading cause of death for Americans ages 1 to 44.[104]

From 2010 to 2020, Williamson County and Texas experienced similar trends in unintentional injury mortality rate (Figure 62).

In Williamson County, the age-adjusted unintentional injury mortality rate was lower among females (19.2 deaths per 100,000 population) compared to males (40.9 per 100,000 population) (Figure 63). Moreover, the rate among males was higher than the overall county value (29.6 per 100,000 population). The Black population in Williamson County had the highest age-adjusted unintentional injury mortality rate (45.6 deaths per 100,000 population), which also exceeded the overall county value (29.8 per 100,000 population) (Figure 64).

Figure 62: Age-Adjusted Unintentional Injury Mortality Rate by Five-Year Rolling Average in Williamson County and Texas, 2010–2020



Data Source: CDC WONDER, 2010–2020

Figure 63: Age-Adjusted Unintentional Injury Mortality Rate by Gender in Williamson County and Texas, 2019–2020

[104] "Injuries and Violence Are Leading Causes of Death."

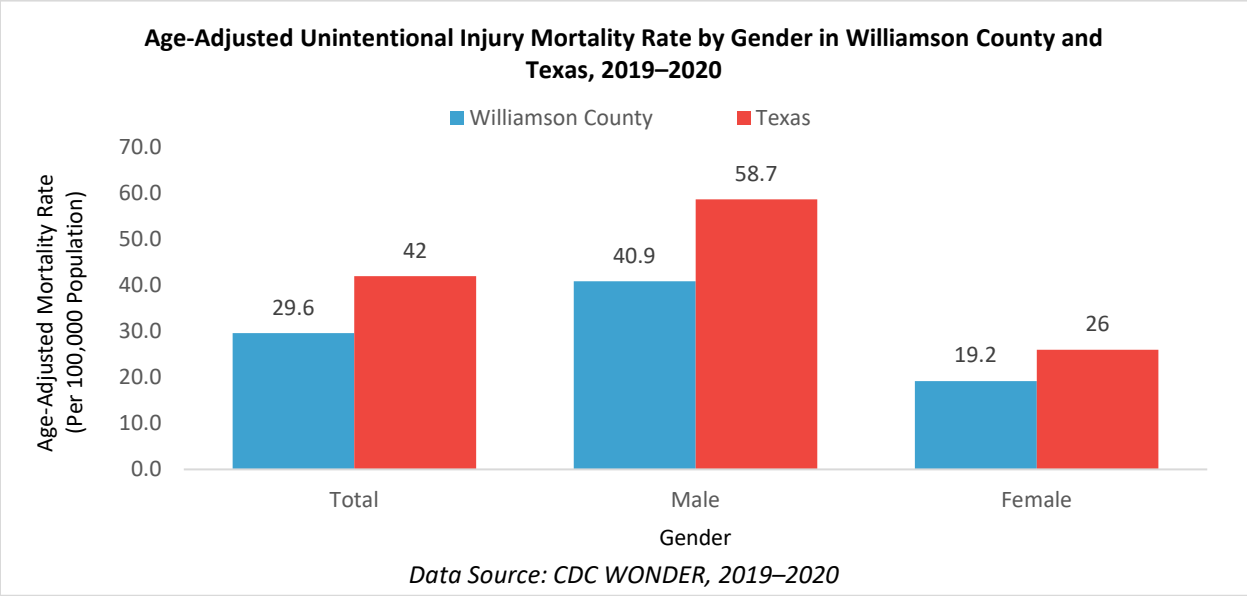
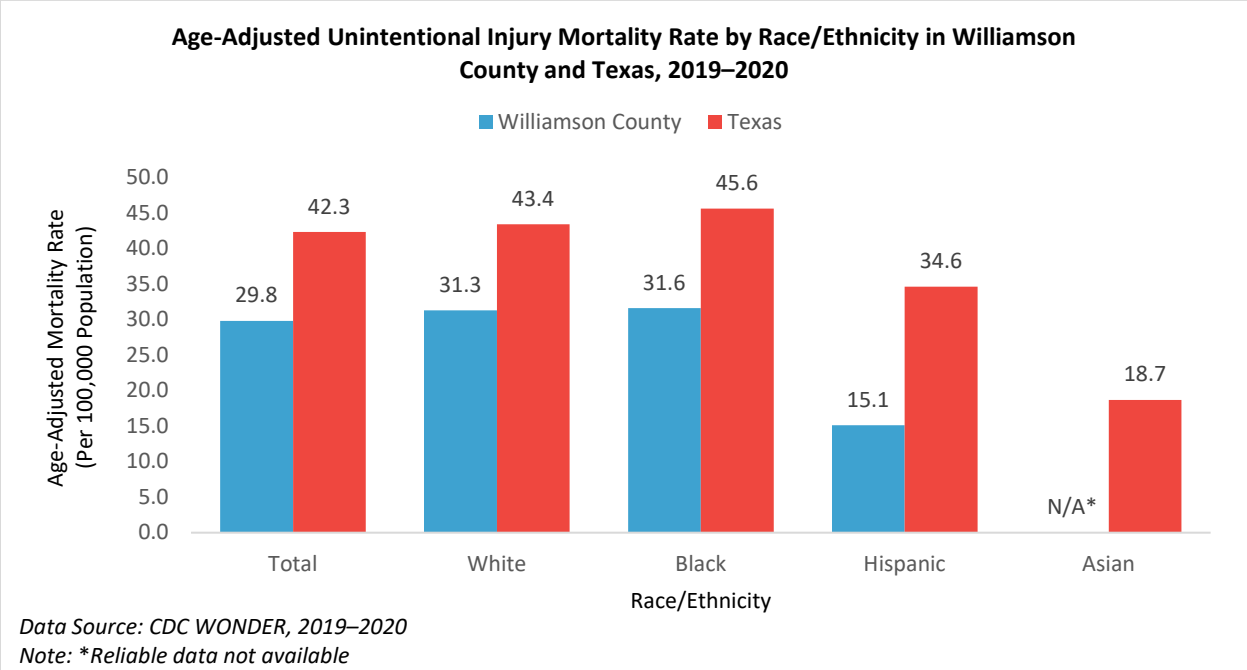


Figure 64: Age-Adjusted Unintentional Injury Mortality Rate by Race/Ethnicity in Williamson County and Texas, 2019–2020



Key Findings

Although Williamson County has lower rates of mortality compared to Texas for most of the leading causes of death, there are specific populations that carry a higher burden of disease and should be considered when developing interventions, programs, and services.

- **Cancer incidence rates are overall higher than the state's rates.** Cancer screening should be prioritized to diagnose cancer during early stages before it becomes fatal. Recent incidence data are needed to inform early cancer detection and prevention activities in Williamson County.
- **Since heart diseases and cancer are the leading causes of death in Williamson County**, program and service planning should consider high-risk populations, which include Black, White, and Hispanic males.

- **Alzheimer's disease is the third leading cause of death in Williamson County, with increasing mortality rates that are higher in the county than in Texas**. The female, Black, and White populations have disproportionately high rates of death from Alzheimer's disease.
- **Unintentional injuries are the sixth leading cause of death in Williamson County**, with higher rates in males**.** However, unintentional injury mortality rates in the county are lower than in Texas.

Notably, Williamson County has heart disease mortality rates that are substantially lower than the state's rates.

C10. Communicable Disease

Communicable diseases, which include sexually transmitted infections and tuberculosis, pose a significant public health concern worldwide. Fortunately, there are ways to mitigate the spread of communicable diseases. Persons with these diseases — including, but not limited to, syphilis, chlamydia, gonorrhea, human immunodeficiency virus (HIV), and acquired immunodeficiency syndrome (AIDS) — can prevent the spread of infection by practicing abstinence or using proper protection during sexual intercourse.[105] Individuals with tuberculosis should avoid physical contact with others, practice frequent handwashing, and take prescribed medicine as directed by a health professional.[106]

Most of the data in this section come from a passive disease surveillance system which collects diseases from the "Texas Notifiable Conditions 2021" list. Texas law requires that healthcare providers, hospitals, laboratories, and others report select conditions to local health departments, who then submit data to the Texas Department of State Health Services, and ultimately to the Centers for Disease Control and Prevention (CDC). Since this surveillance system only captures diseases reported to health departments, there are cases that go undetected or unreported. Consequently, the data in this section may not completely represent the actual burden of disease but still offer insight regarding disease trends and affected population groups.

Syphilis

Why is this important?

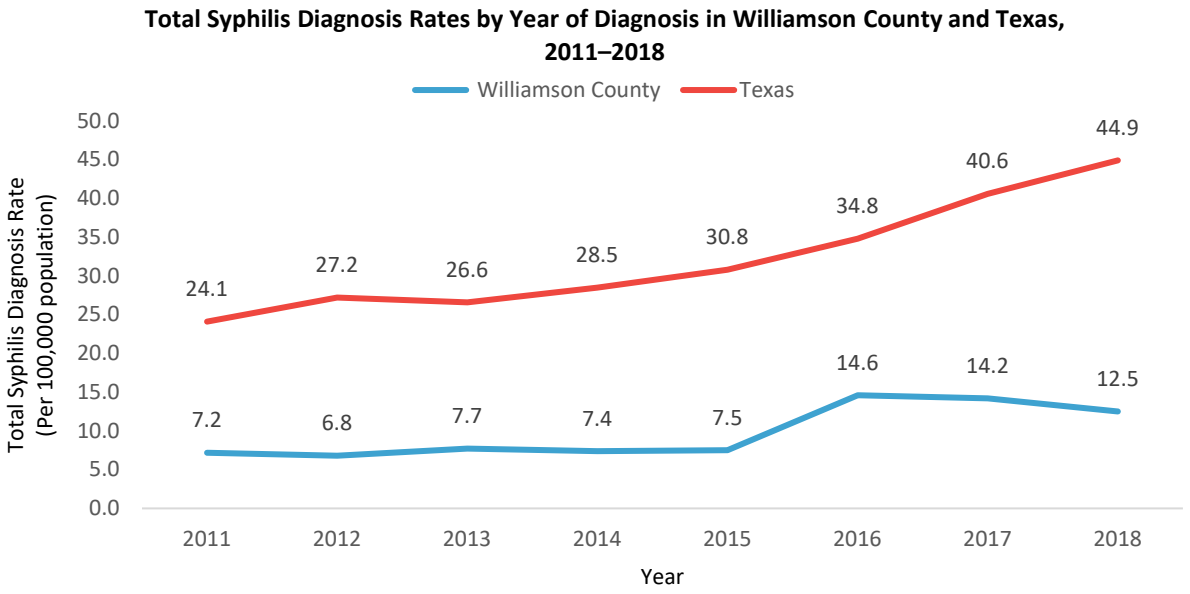
Syphilis is a sexually transmitted infection that, if untreated, can cause serious health problems. Syphilis is divided into stages, which include primary and secondary (P&S, mild signs and symptoms), latent (no signs or symptoms), and tertiary (associated with severe medical complications).[107]

Pregnant women with untreated syphilis can pass the infection to the unborn baby. The infection can lead to a low-birth-weight baby and make it more likely that the woman will deliver her baby too early or stillborn (born dead). "An infected baby may be born without signs or symptoms of disease. However, if not treated immediately, the baby may develop serious problems within a few weeks. Untreated babies can have health problems such as cataracts, deafness, or seizures, and can die."[108] Women should be tested for syphilis at least once during pregnancy and receive immediate treatment if they test positive.

Annual reported syphilis diagnosis rates in Williamson County, which include P&S and total (all stages), remained lower than Texas rates from 2011 to 2018 (Figure 65 and Figure 66). However, the reported total syphilis diagnosis rate in Williamson County almost doubled between 2015 (7.5 infections per 100,000 population) and 2016 (14.6 infections per 100,000 population) (Figure 65). Moreover, reported P&S syphilis diagnosis rates in Williamson County rose from 1.4 infections per 100,000 population in 2011 to 3.7 infections per 100,000 population in 2018 (Figure 66).

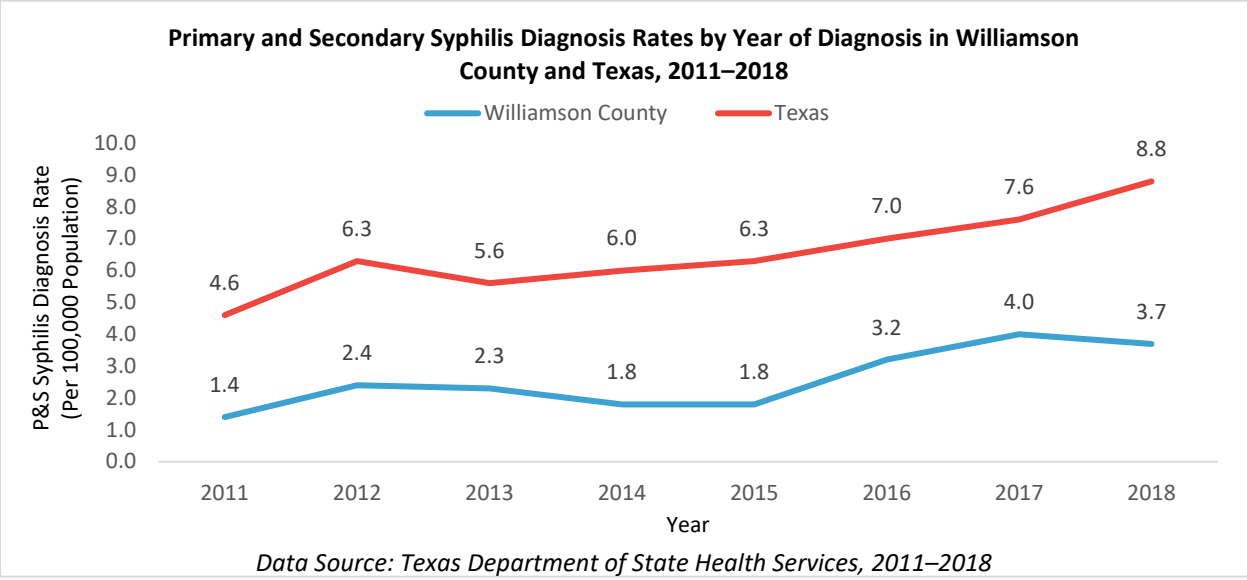
Figure 65: Total Syphilis Diagnosis Rates by Year of Diagnosis in Williamson County and Texas, 2011–2018

[105] "STD Prevention."
[106] "Tuberculosis-How TB Spreads."
[107] "STD Facts- Syphilis."
[108] Ibid.



Data Source: Texas Department of State Health Services, 2011–2018

Figure 66: Primary and Secondary Syphilis Diagnosis Rates by Year of Diagnosis in Williamson County and Texas, 2011–2018



Data Source: Texas Department of State Health Services, 2011–2018

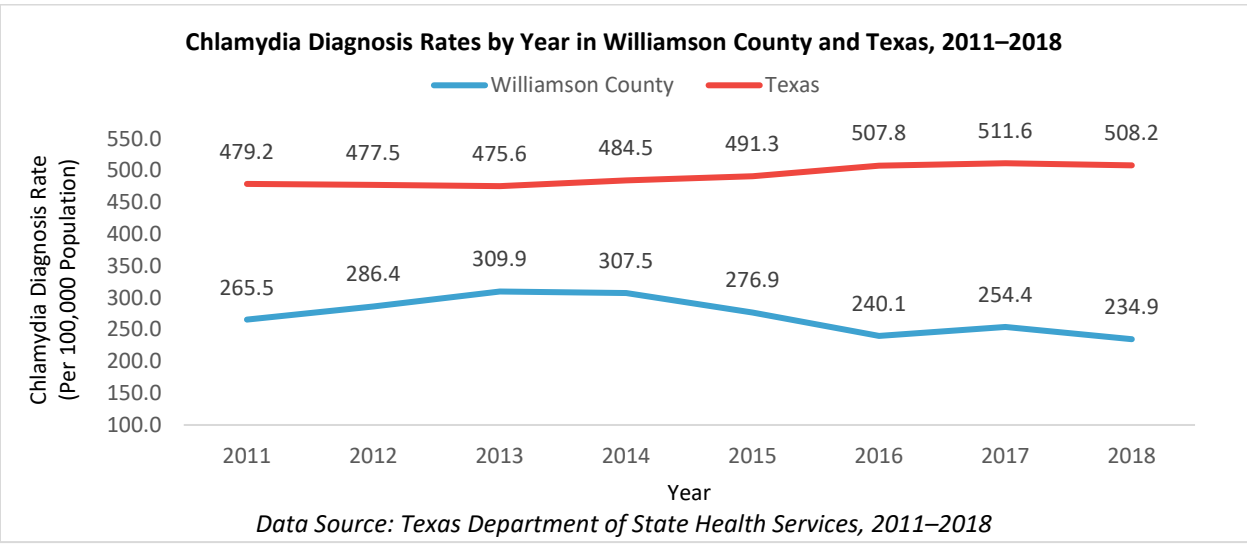
Chlamydia

Why is this important?

According to the CDC, chlamydia is the most frequently reported bacterial sexually transmitted infection in the U.S.[109] Although chlamydia can infect both men and women, it is most common in women ages 15 to 24. Most individuals with chlamydia do not display symptoms, but for those who do, it might not be for several weeks after infection. This may result in many cases going unreported. Lack of screening to identify the infection may result in serious complications, "including pelvic inflammatory disease (PID), tubal factor infertility, ectopic pregnancy, and chronic pelvic pain."[110] Pregnant women can pass the infection to the baby during delivery, which can cause an eye infection or pneumonia in the newborn. Chlamydia also makes it more likely that the baby will be born prematurely.

From 2011 to 2018, reported chlamydia diagnosis rates in Williamson County remained lower than rates in Texas (Figure 67). Chlamydia diagnosis rates in Williamson County have mostly declined since a peak in 2013.

Figure 67: Chlamydia Diagnosis Rates by Year in Williamson County and Texas, 2011–2018



Data Source: Texas Department of State Health Services, 2011–2018

[109] "Chlamydia Statistics."

[110] "Chlamydia Basic Fact Sheet."

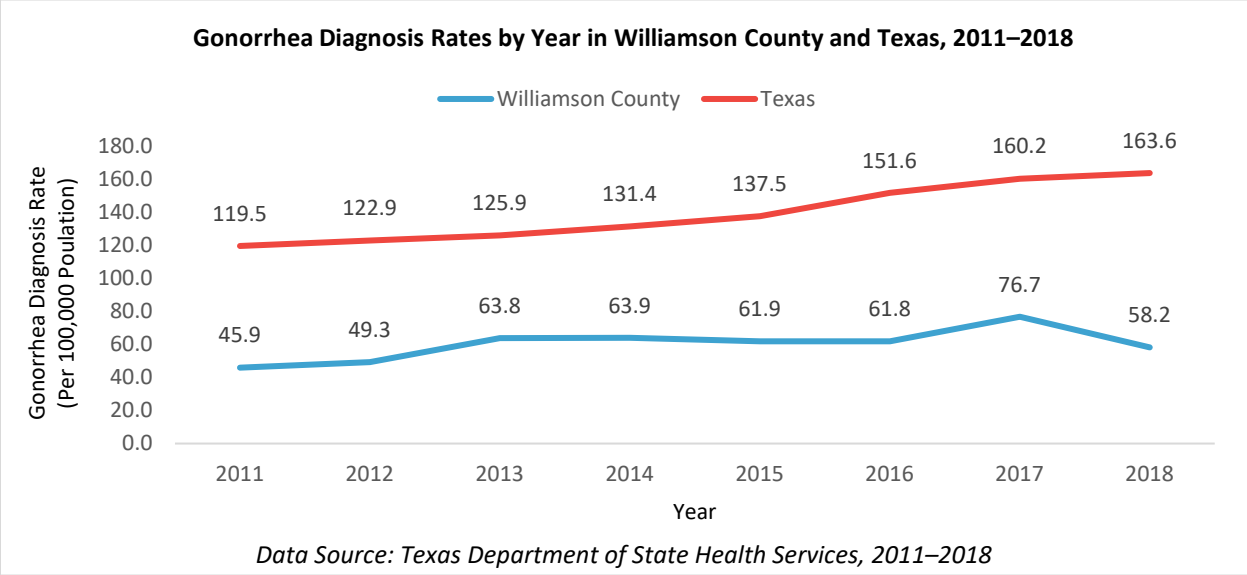
Gonorrhea

Why is this important?

Gonorrhea is a very common sexually transmitted infection that occurs most often among men and women ages 15 to 24.[111] "Gonorrhea has progressively developed resistance to the antibiotic drugs prescribed to treat it."[112] If untreated, gonorrhea can cause serious complications, such as infertility in both men and women. Additionally, there can be serious complications for a pregnant woman's baby during childbirth if the woman does not seek treatment in a timely manner.

Reported diagnosis rates of gonorrhea between 2011 and 2018 were lower in Williamson County compared to Texas (Figure 68). However, Williamson County rates have increased over this seven-year period, from 45.9 per 100,000 population to 58.2 per 100,000 population.

Figure 68: Gonorrhea Diagnosis Rates by Year in Williamson County and Texas, 2011–2018



Data Source: Texas Department of State Health Services, 2011–2018

HIV and AIDS Diagnosis

Why is this important?

Describing HIV and AIDS, Healthy Williamson County writes:

> The human immunodeficiency virus (HIV) damages the immune system, eventually leading infected individuals to develop acquired immunodeficiency syndrome (AIDS), a chronic and potentially life-threatening condition. People infected with HIV may develop mild infections or chronic symptoms like fever, fatigue, shortness of breath, and weight loss. If left untreated, HIV typically progresses to AIDS in about 10 years, at which point the immune system is weakened to the point of being unable to fight infections. Men who have sex with men of all races, African Americans, and Hispanics/Latinos are disproportionately affected by HIV.[113]

More people than ever before are living with HIV or AIDS because today's better treatments enable people with HIV or AIDS to live longer than they did in the past. "While the total number of people living with HIV in the U.S. is increasing, the number of annual new HIV infections has remained stable in recent years."[114]

From 2011 to 2018, reported rates of newly diagnosed HIV infection and AIDS were lower in Williamson County compared to Texas (Figure 69 and Figure 70). In Williamson County, the rate of HIV diagnoses peaked at 7.9 per 100,000 population in 2013 (Figure 69). During the same period, AIDS diagnoses in Williamson County remained stable (Figure 70).

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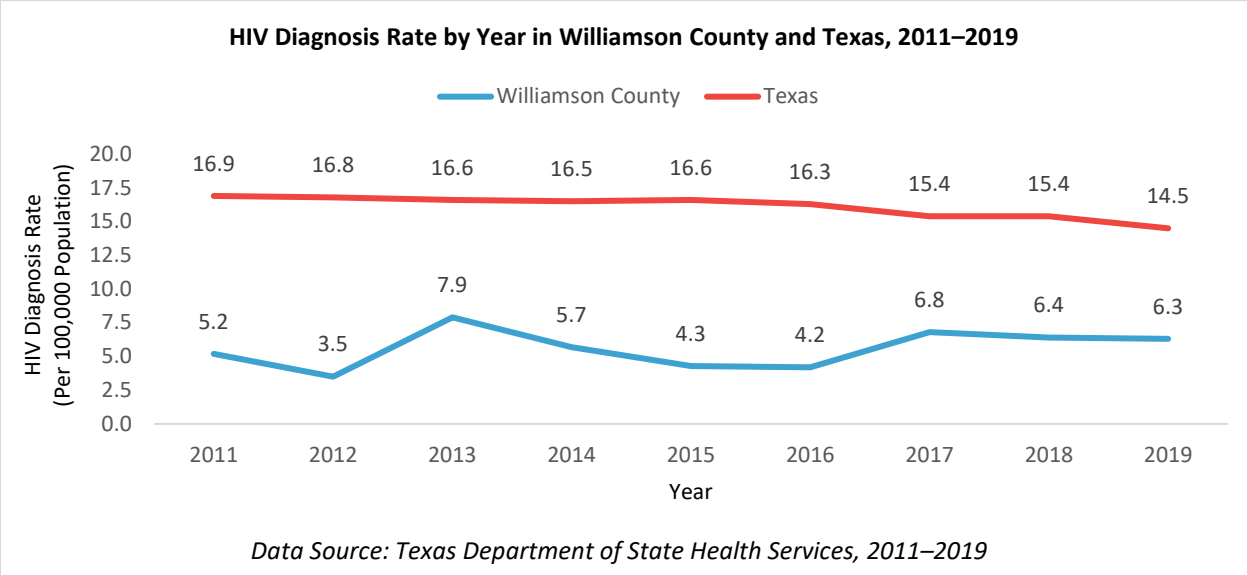
[111] "STD Facts- Gonorrhea."

[112] "Gonorrhea-Antibiotic Resistance."

[113] "HIV Diagnosis Rate."

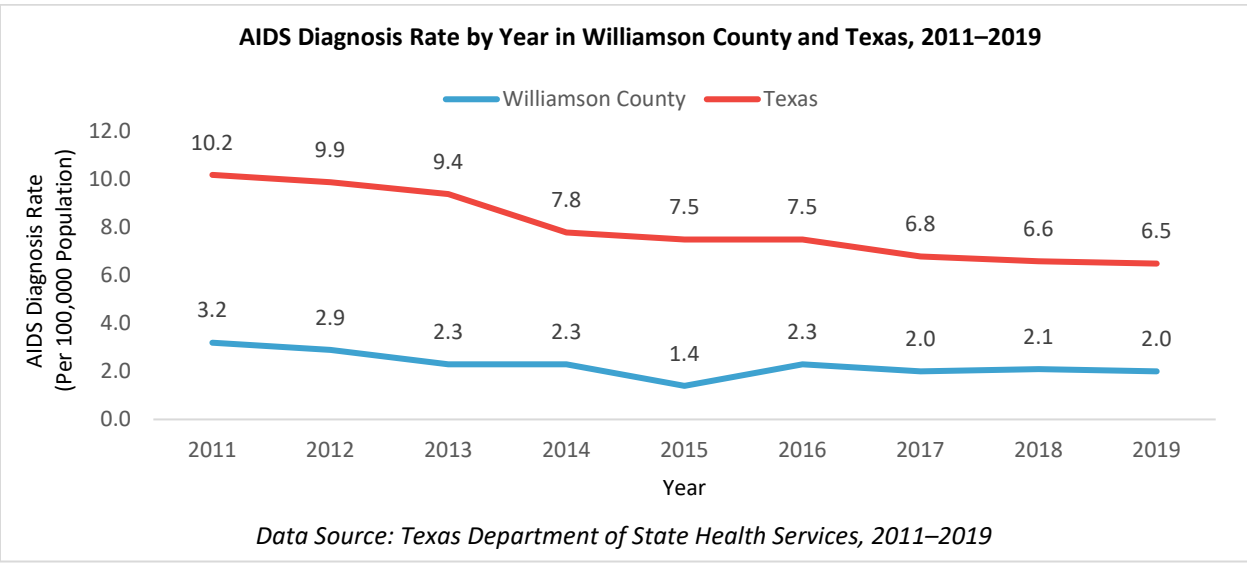
[114] Ibid.

Figure 69: HIV Diagnosis Rate by Year in Williamson County and Texas, 2011–2019



Data Source: Texas Department of State Health Services, 2011–2019

Figure 70: AIDS Diagnosis Rate by Year in Williamson County and Texas, 2011–2019



Data Source: Texas Department of State Health Services, 2011–2019

Tuberculosis

Why is this important?

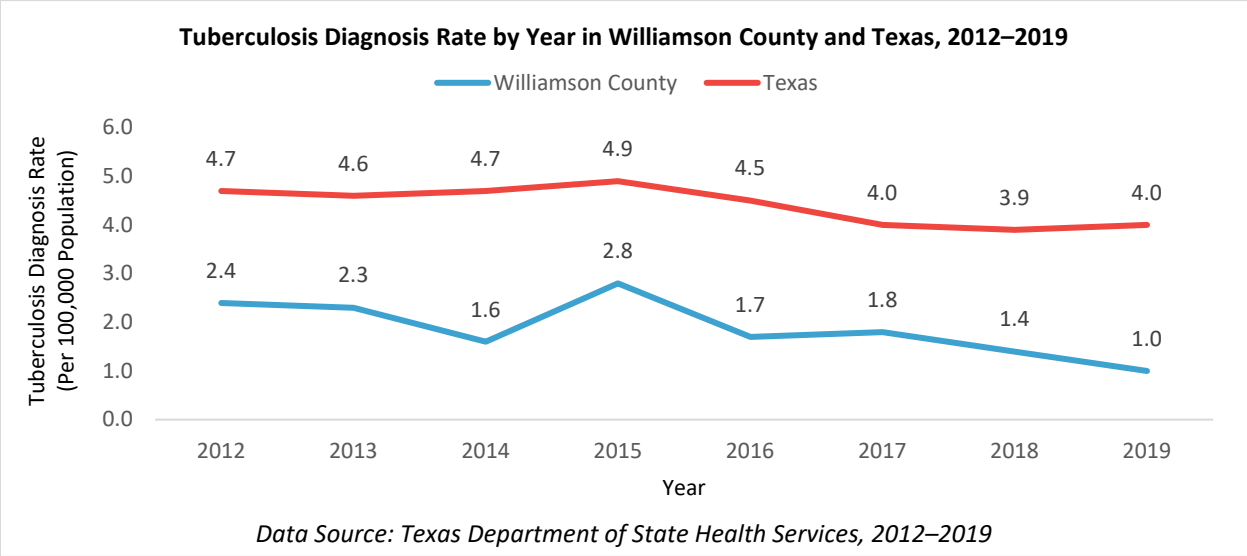
Tuberculosis (TB) is a bacterial disease that usually affects the lungs but can also affect other parts of the body (e.g., the brain and kidneys.[115] The TB bacteria are spread through the air from person to person when someone with untreated pulmonary TB coughs, speaks, or sneezes. Tuberculosis is not spread by shaking someone's hand, sharing food or drink, touching bed linens or toilet seats, sharing toothbrushes, or kissing. "People with TB disease are most likely to spread it to people they spend time with every day," including family members, friends, and coworkers or schoolmates.[116]

Compared to Texas, Williamson County had lower reported TB diagnosis rates from 2012 to 2019 (Figure 71). Reported rates of TB in Williamson County peaked at 2.8 per 100,000 population in 2015 but decreased to 1.0 per 100,000 population in 2019.

[115] "Basic TB Facts."

[116] "Tuberculosis-How TB Spreads."

Figure 71: Tuberculosis Rate by Year in Williamson County and Texas, 2012–2019



Data Source: Texas Department of State Health Services, 2012–2019

Key Findings

Rates of communicable diseases in Williamson County are lower than statewide rates. Still, the data reveal areas of concern, particularly syphilis. Despite a decrease from 2017 to 2018, primary and secondary syphilis rates were significantly higher in 2018 than before 2017. HIV and AIDS diagnosis rates have remained relatively stable, with slight decreases.

These findings are encouraging:

- Syphilis rates in Williamson County have been continually lower than in the state.
- Chlamydia rates in Williamson County were the lowest in 2018 compared to the previous eight years.
- Gonorrhea rates sharply decreased from 2017 to 2018, while the state rates continue to climb.
- Tuberculosis rates have decreased in the county since 2017.

C11. Sentinel Events

The data in this section highlight vaccine-preventable diseases, which include measles, mumps, rubella, tetanus, and pertussis. Each of these diseases is classified as a sentinel event, which is "a preventable disease, disability, or untimely death whose occurrence serves as a warning signal that the quality of preventive and/or therapeutic medical care may need to be improved." [117] Additionally, this section provides immunization data for adults and children as well as the trend of conscientious exemptions in Williamson County and Texas.

Vaccine-Preventable Diseases

Why are these important?

The Centers for Disease Control and Prevention (CDC) recommend that people get the MMR (measles-mumps-rubella) vaccine to protect against measles, mumps, and rubella. This is especially important for children, who should get one dose of MMR vaccine at age 12 to 15 months and the second dose at age 4 to 6 years. "One dose of MMR vaccine is 93% effective against measles, 78% effective against mumps, and 97% effective against rubella. Two doses of MMR vaccine are 97% effective against measles and 88% effective against mumps." [118]

Additionally, recommendations for tetanus and pertussis include DTaP (diphtheria, tetanus, and acellular pertussis) vaccines for children younger than seven and Tdap (combined tetanus, diphtheria, and acellular pertussis) vaccines for adolescents and adults. [119]

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[117] Rutstein et al., "Sentinel Health Events (Occupational)."

[118] "Measles, Mumps, and Rubella (MMR) Vaccination: What Everyone Should Know."

[119] "Vaccine Safety-Diphtheria, Tetanus, and Pertussis Vaccines."

Table 28: Cases of Vaccine-Preventable Diseases in Williamson County, 2010–2020

Cases of Vaccine-Preventable Diseases in Williamson County, 2010–2020

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Measles	0	0	0	0	0	0	0	0	0	0	0
Mumps	0	1	0	0	0	0	3	1	6	12	3
Rubella	0	0	0	0	0	0	0	0	0	0	0
Tetanus	0	0	0	0	1	0	0	0	0	0	0
Pertussis	725	92	85	94	74	44	60	59	22	18	0

Data Source: Texas Department of State Health Services, 2010–2017; WCCHD, 2018–2020

Findings based on Table 28:

- **Measles**: There have been no confirmed cases of measles in Williamson County since 1999, when two cases were reported.
- **Mumps**: In 2011, Williamson County had one reported case of mumps, after which no new cases were reported until 2016. Three cases of mumps were reported in 2016 and again in 2020.
- **Rubella**: From 2010 to 2020, there were no confirmed cases of rubella in Williamson County.
- **Tetanus**: In 2014, one case of tetanus was reported in Williamson County.
- **Pertussis:** Rates of pertussis in Williamson County were stable until 2010, when WCCHD detected 725 cases. Since then, pertussis rates have decreased, reaching zero cases as of 2020.

Adult Immunizations

Why are these important?

Influenza — also known as flu — is a "contagious respiratory illness caused by influenza viruses." Groups at high risk of developing serious flu-related complications include "people 65 years and older, people of any age with certain chronic medical conditions (such as asthma, diabetes, or heart disease), pregnant women, and children younger than 5 years." Complications of flu can include "bacterial pneumonia, ear infections, sinus infections and worsening of chronic medical conditions, such as congestive heart failure, asthma, or diabetes." The CDC estimates that in the U.S., 5 to 20% of the population on average gets the flu.[120] The CDC also estimates that influenza "has resulted in 9 million – 41 million illnesses, 140,000 – 710,000 hospitalizations and 12,000 – 52,000 deaths annually between 2010 and 2020."[121] The seasonal influenza vaccine can prevent serious illness and death. The CDC recommends annual vaccinations for everyone ages 6 months and older to prevent the spread of influenza.[122]

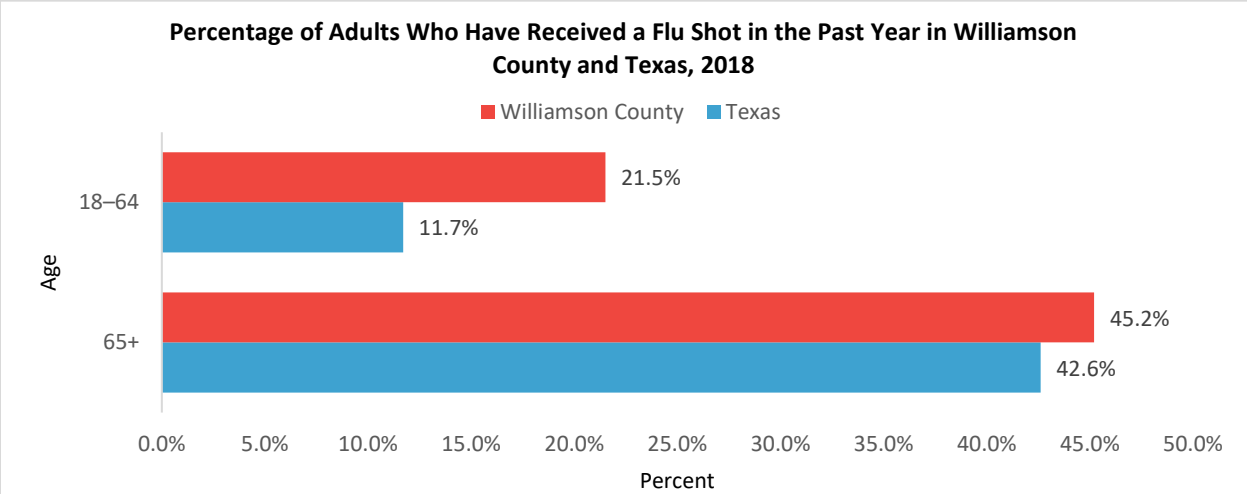
In 2018, 21.5% of adults ages 18 to 64 in Williamson County reported that they had received a flu shot in the past year, which is nearly double the rate in Texas (11.7%) (Figure 72). The percentage of adults ages 65 and older in Williamson County who had received a flu shot in the past year (45.2%) was slightly higher than in Texas (42.6%).

[120] "Key Facts About Influenza (Flu)."

[121] "Burden of Influenza."

[122] "Who Needs a Flu Vaccine."

Figure 72: Percentage of Adults Who Have Received a Flu Shot in the Past Year in Williamson County and Texas, 2018



Data Source: Texas Behavioral Risk Factor Surveillance System, 2018

Child Immunizations

Why are these important?

"Most parents vaccinate their children according to the CDC's recommended immunization schedule, protecting them from 14 potentially serious diseases before their second birthday. Vaccinating children on time protects them and anyone around them with a weakened immune system."[123] Completion of all doses of a vaccine on the recommended vaccine schedule provides the best protection for young children against harmful disease outbreaks.

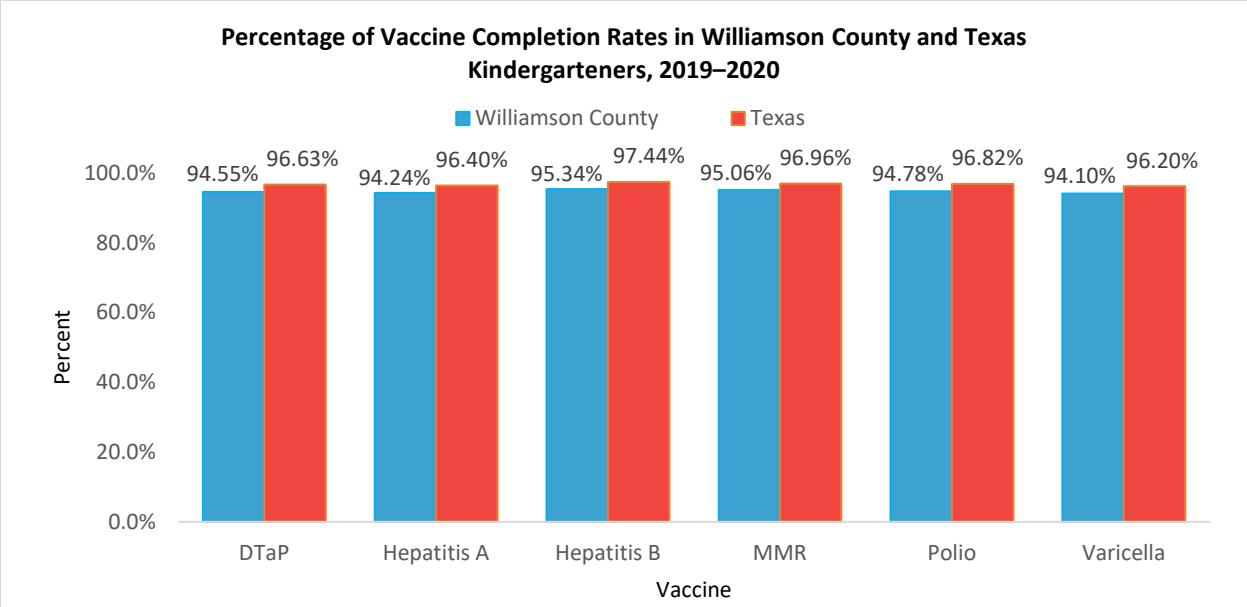
The data in Figure 73 are reported from ImmTrac2, the Texas immunization registry maintained by the Texas Department of State Health Services. ImmTrac2 is an opt-in registry that is free to use and provides a secure and confidential way to store vaccine information electronically for Texans of all ages.[124] Healthcare providers are required to report childhood immunizations to ImmTrac2 but must obtain parental consent before doing so. However, children are often not registered for ImmTrac2 until they enter kindergarten, when schools require verification of a complete vaccination history. Due to this delay in entry and the incompleteness of vaccine records for children in ImmTrac2, the Community Health Assessment team retrospectively examined vaccination rates of five-year-old children to assess their status at age two years.

In the period from 2019 to 2020, the percentage of kindergartners in Williamson County with a completed vaccine was lower for each of the measured vaccines than that of Texas kindergarteners overall. Additionally, the number of administered vaccines registered in ImmTrac2 was lower in all months of 2020 than in 2019 (Figure 74).

[123] "Follow Immunization Schedule."

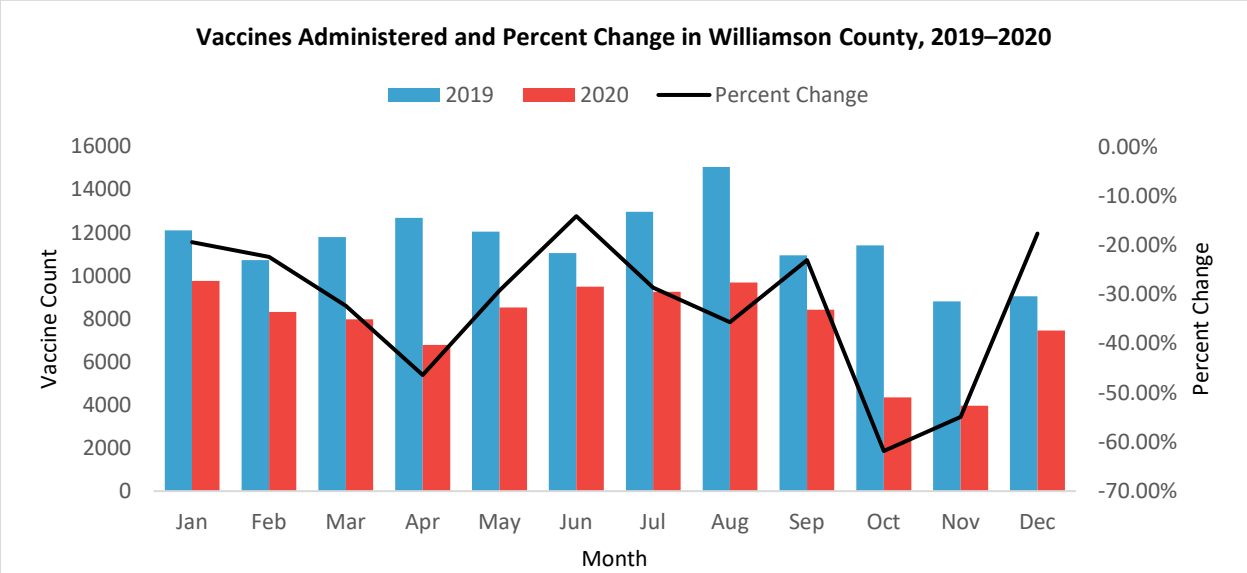
[124] "ImmTrac2 Registry Home."

Figure 73: Percentage of Vaccine Completion Rates in Williamson County and Texas Kindergarteners, 2019–2020



Data Source: Texas Department of State Health Services, Annual Report of Immunization Status 2019–2020

Figure 74: Vaccines Administered and Percent Change in Williamson County, 2019–2020



Data Source: Texas Department of State Health Services, ImmTrac2, 2019–2020

Conscientious Exemptions

Why are these important?

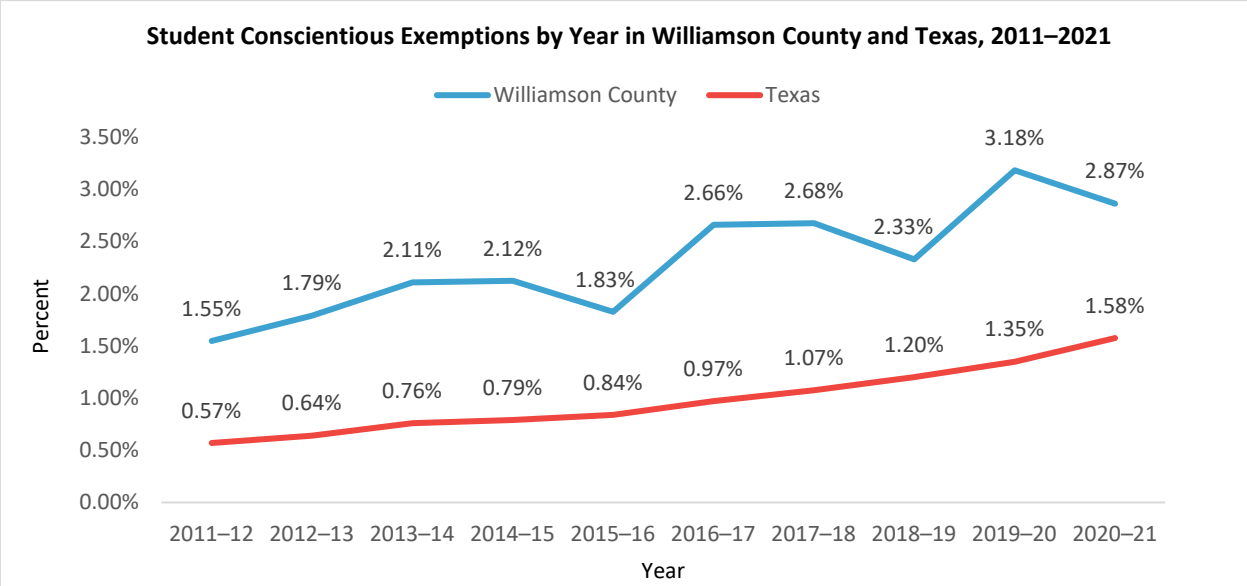
"In accordance with Texas Administrative Code §97.62, Texas law allows for an exemption from immunizations for reasons of conscience, including a religious belief." [125] As the percentage of conscientious exemptions increases, the percentage of individuals at risk for disease also increases. In contrast, when a large percentage of the population is vaccinated, it indirectly offers a protective effect (herd immunity) to individuals who cannot be vaccinated for medical reasons or because vaccination was not successful. "Herd immunity occurs when a large portion of a community (the herd) becomes immune to a disease, making the spread of disease from person to person unlikely." A percentage of the population often must be susceptible to an infectious disease for the disease to spread. If the percentage of the population that is immune to the disease exceeds this

[125] "Statistics on Conscientious Exemptions to School Immunizations."

threshold, the spread of the infectious disease will decline. The percentage of a community that needs to be immune to achieve herd immunity varies from disease to disease and depends on factors such as how contagious a disease is. "As a result [of herd immunity], the whole community becomes protected — not just those who are immune." [126]

From 2011 to 2021, the percentages of conscientious exemptions among students in kindergarten to 12th grade (K–12) were consistently higher in Williamson County compared to Texas (Figure 75).

Figure 75: Student Conscientious Exemptions by School Year in Williamson County and Texas, 2011–2021



Data Source: Texas Department of State Health Services, 2011–2021

Key Findings

Although many vaccine-preventable diseases have been contained in Williamson County, it is crucial that immunization efforts focus on the key findings below to maintain progress and reduce the risk of future disease transmission.

- **Increase the number of adults who receive an annual flu shot, especially for adults ages 65 and older.** This population has the highest flu-related mortality of all age groups since the human immune system becomes weaker with age. [127] People ages 65 and older had twice the vaccination rate of those ages 18 to 64. Interventions should target all populations to increase vaccination so that transmission decreases throughout the community.
- **Decrease the number of conscientious exemptions among K–12 students.** Williamson County has lower kindergartener vaccination rates than the state. Children of all ages should receive vaccinations to help ensure their own long-term health as well as the health of their classmates, teachers, and others in the community.
- **Launch vaccine reminder and confidence campaigns.** The number of vaccines administered in Williamson County significantly decreased from 2019 to 2020. This is likely due to the COVID-19 pandemic, which limited healthcare access and preventive care. Extra efforts are now needed to encourage residents to seek preventive care and all recommended vaccinations, particularly as socialization increases.

C12. COVID-19

Coronavirus Disease 2019 (COVID-19) is a disease caused by a novel coronavirus named SARS-CoV-2, discovered in December 2019 in Wuhan, China. It is very contagious and has quickly spread around the world. COVID-19 most often causes respiratory symptoms that can feel much like a cold, flu, or pneumonia. This section examines the impact COVID-19 had on Williamson County through case counts, death counts, and cluster-associated cases in schools. Additionally, this section will provide

[126] "Herd Immunity."

[127] "Flu & People 65 Years and Older."

COVID-19 immunization data as well as breakthrough cases that occurred in individuals after they were fully vaccinated. Only laboratory-confirmed cases were included in these data.[128]

Impact on Community

"The coronavirus pandemic has had unprecedented, widespread impacts on households across America, raising concerns about our ability to weather long-term health and financial harms."[129] Williamson County and Cities Health District assessed the impact of COVID-19 on the Williamson County community's mental health status and ability to access basic needs. Findings are shown in Appendix H: Social Determinants of Health and COVID-19 Vaccine Survey.

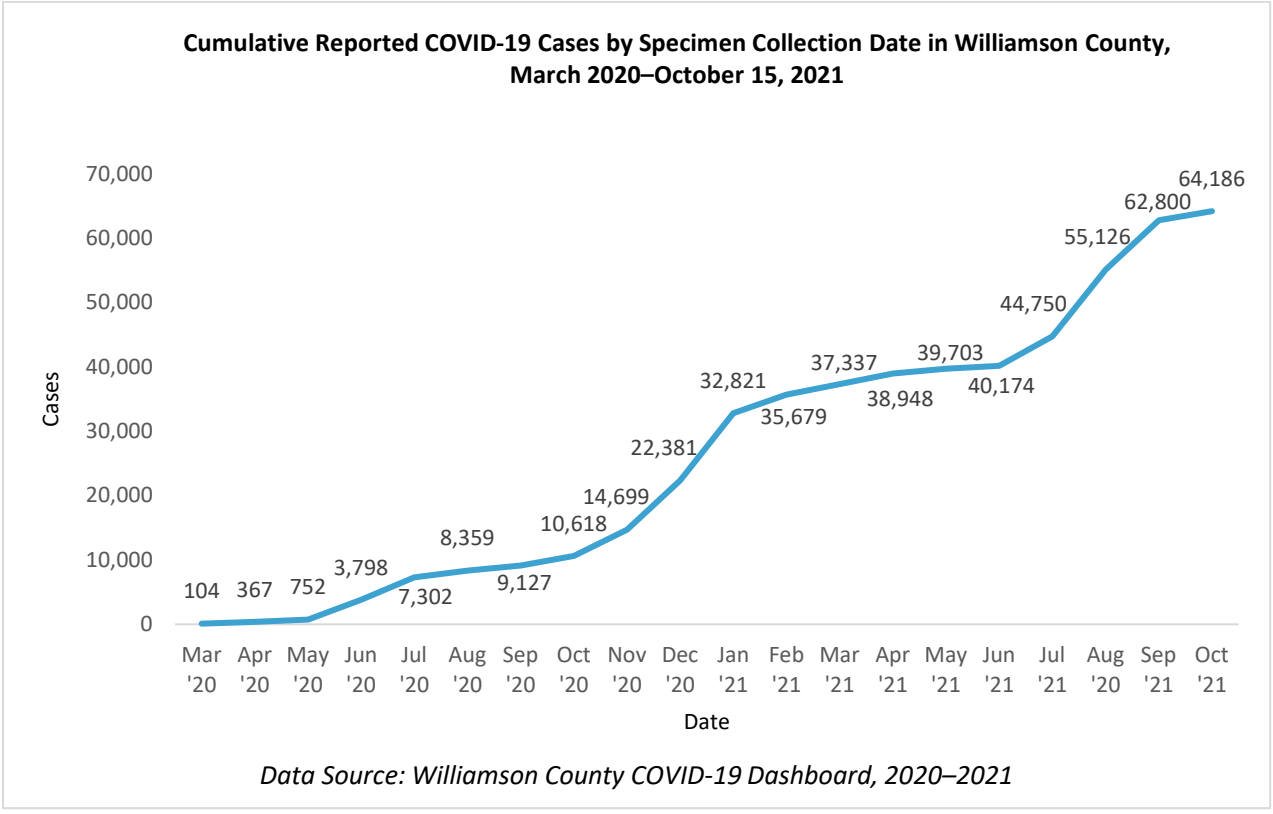
Case Count

Why is this important?

Public health surveillance collects data on over 120 diseases and conditions nationally.[130] The goal of this surveillance is to protect the public from infectious diseases and other health threats, and it is especially important for new diseases such as COVID-19.[131] The information collected helps identify similarities and differences among cases based on information like demographic characteristics, clinical factors, epidemiologic characteristics, exposure and contact history, and the courses of clinical illness and care received. Hospitals, healthcare providers, and laboratories collect data and report them to public health departments as required by state disease reporting laws.

As of October 15, 2021, a total of 64,186 confirmed cases of COVID-19 were reported in Williamson County (Figure 76). The daily seven-day average incidence rate in Williamson County reached a high of 77.72 infections per 100,000 population on September 1, 2021, while Texas reached its highest incidence rate of 65.69 infections per 100,000 population on January 17, 2021 (Figure 77). Figure 78 displays the total number of cases by age group.

Figure 76: Reported COVID-19 Cases Over Time in Williamson County, March 2020–October 15, 2021



Data Source: Williamson County COVID-19 Dashboard, 2020–2021

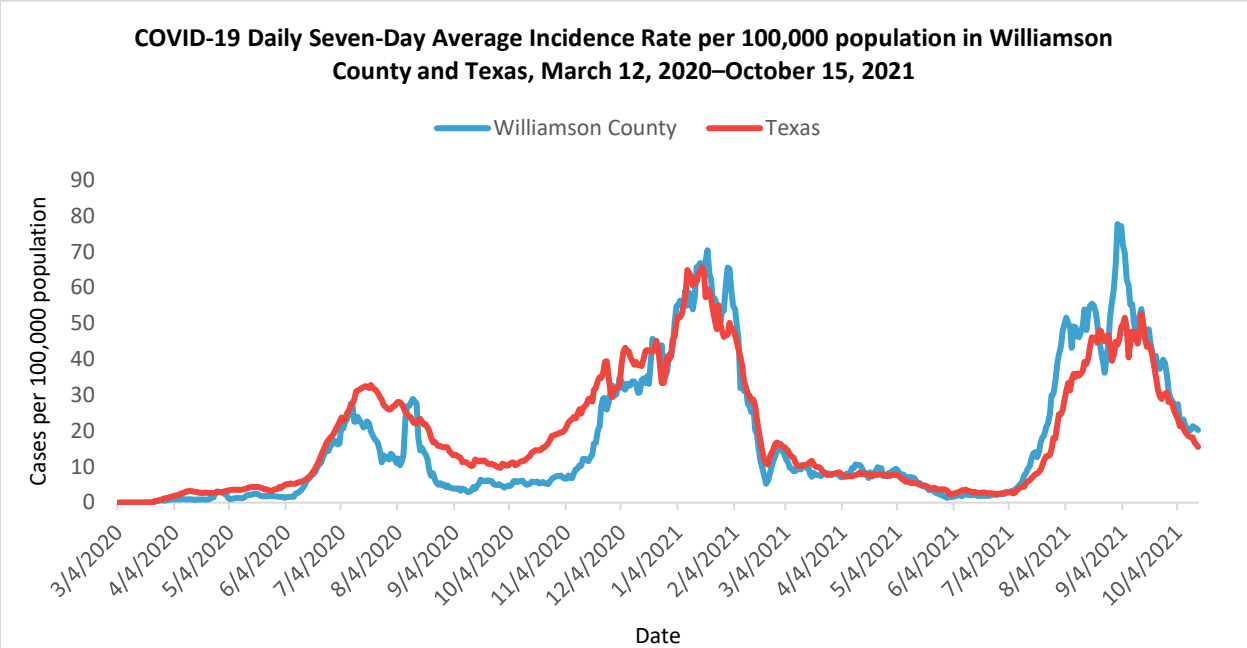
[128] "Basics of COVID-19."

[129] "The Impact of Coronavirus on Households Across America."

[130] "FAQ: COVID-19 Data and Surveillance."

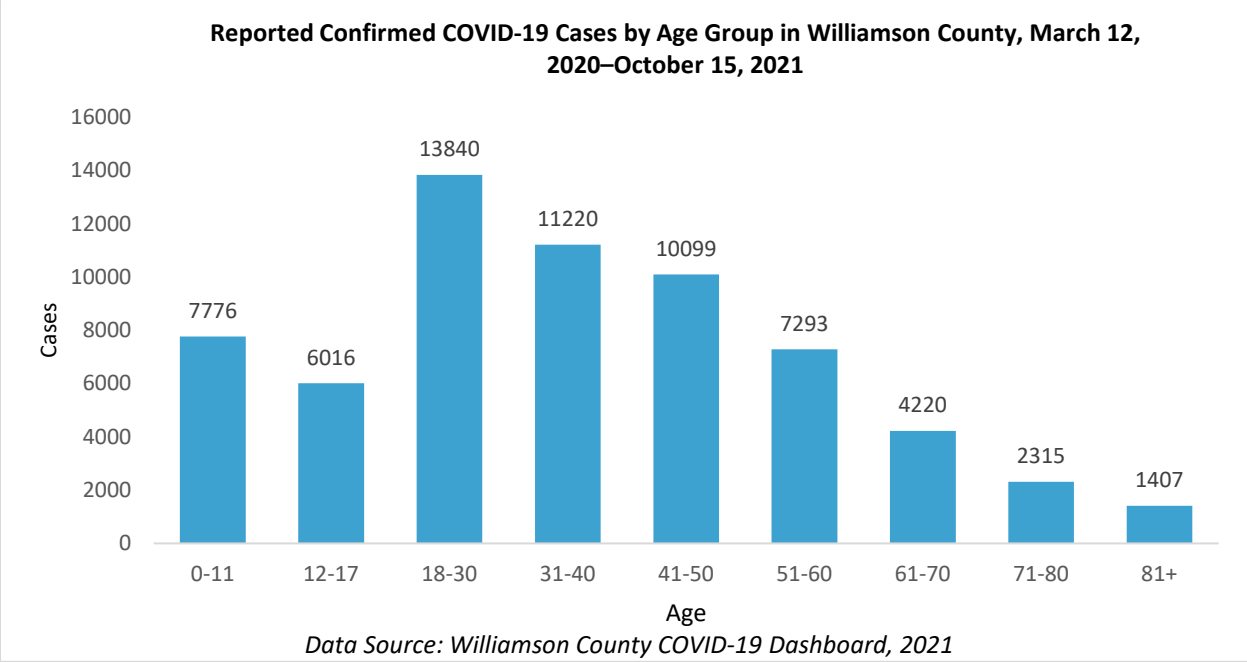
[131] "Estimated COVID-19 Burden."

Figure 77: COVID-19 Daily Seven-Day Average Incidence Rate in Williamson County, March 12, 2020–October 15, 2021



Data Source: Williamson County COVID-19 Dashboard, DSHS COVID-19 Dashboard, 2021

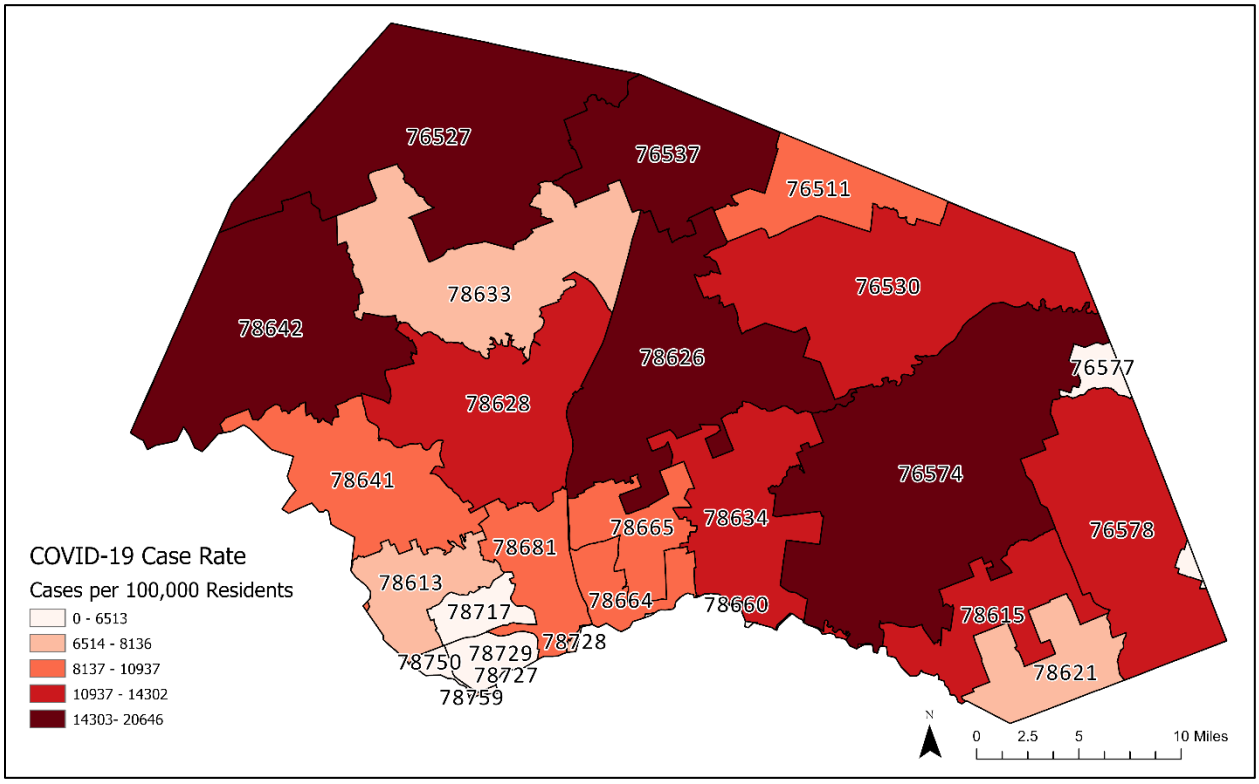
Figure 78: Reported Confirmed COVID-19 Cases by Age Group in Williamson County, March 12, 2020–October 15, 2021



Data Source: Williamson County COVID-19 Dashboard, 2021

Figure 79 displays the COVID-19 infection rate in each ZIP code in Williamson County. Table 29 displays the five ZIP codes with the highest COVID-19 infection rates and the five ZIP codes with the lowest rates. Only ZIP codes with a population over 1,000 in Williamson County were included. The ZIP codes highlighted in blue also have one of the five highest vaccination rates in the county, while the ZIP codes highlighted in red have one of the five lowest vaccination rates.

Figure 79: COVID-19 Case Rate per 100,000 Population by ZIP Code in Williamson County, March 12, 2020–October 15, 2021



Data Source: Texas Department of State Health Services, 2021
Date Created: 10/29/2021

Table 29: Williamson County ZIP Codes with Lowest and Highest COVID-19 Infection Rates, 2020–2021

Williamson County ZIP Codes with Lowest and Highest COVID-19 Infection Rates, 2020–2021

ZIP Code	Cases per 100,000 residents	ZIP Code	Cases per 100,000 residents
78750	4,345	**76537**	20,646
78717	5,789	**78626**	15,589
78729	6,513	**76574**	15,390
78728	7,264	**76527**	15,019
78613	7,612	**78642**	14,718

Data Source: Williamson County COVID-19 Dashboard and Texas Department of State Health Services, ImmTrac2, 2020–2021

Death Count

Why is this important?

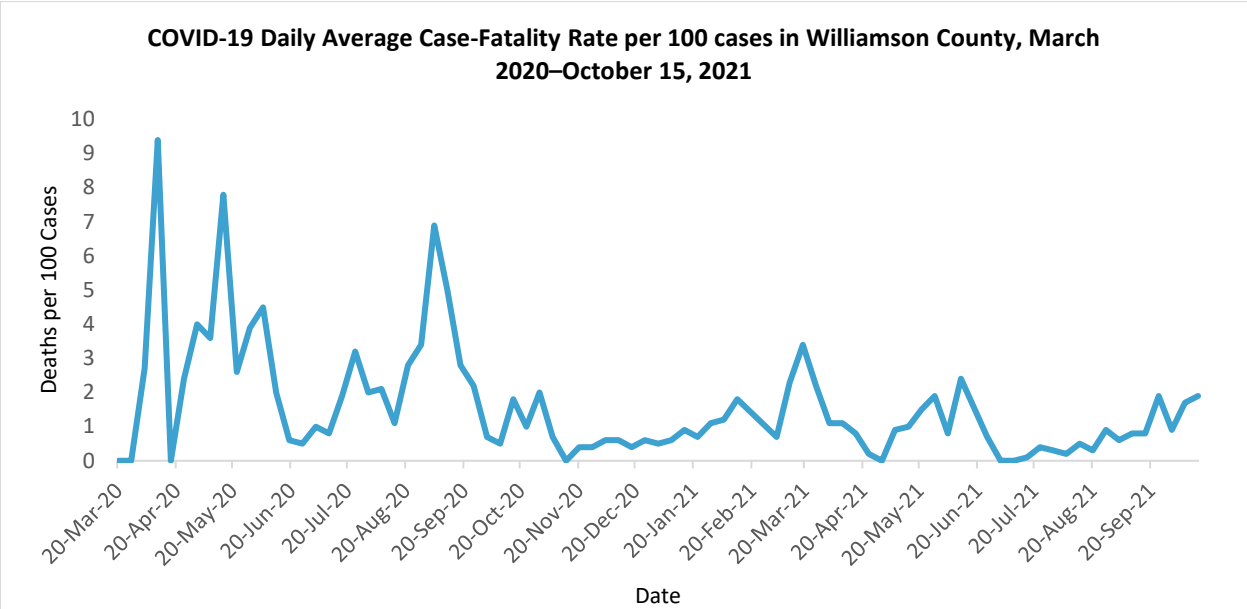
Mortality data are monitored and routinely used to detect cases of infectious diseases that might signal a larger public health emergency, monitor specific preventable deaths, raise awareness of issues, and inform the creation of public health responses to prevent additional deaths.[132] It is important to record deaths from COVID-19 for several reasons: COVID-19 has become a leading cause of death; the risk of death from COVID-19 differs based on age and comorbidities; deaths from COVID-19 will prolong the stagnant trend in life expectancy in the United States; and many, if not most, COVID-19–related deaths

[132] Koh, Geller, and VanderWeele, "Deaths From COVID-19."

could have been prevented, showing that critical public health strategies must remain in society's focus during and after the COVID-19 pandemic.[133]

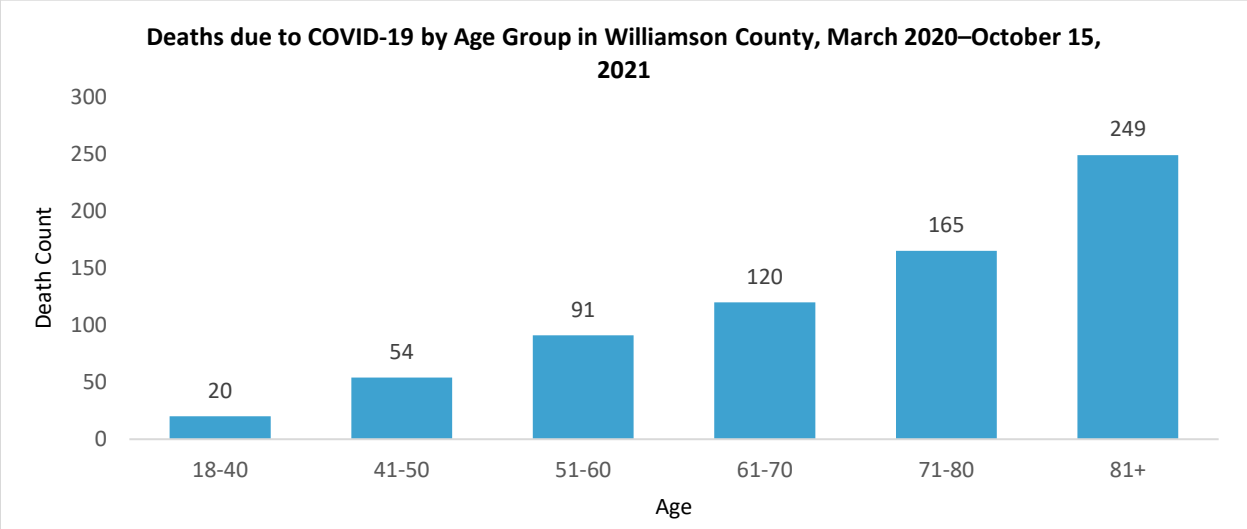
Figure 80 displays the COVID-19 daily average case-fatality rate per 100 cases. The highest daily average case-fatality rate for Williamson County was 9.4 deaths per 100 cases and occurred on April 10, 2020. The overall average case-fatality rate was 1.3 deaths per 100 cases. As of October 15, 2021, there were 699 deaths from COVID-19 in Williamson County, with more deaths (249) occurring in people ages 81 and older than in any other age group (Figure 81).

Figure 80: COVID-19 Daily Average Case-Fatality Rate in Williamson County, March 2020–October 15, 2021



Data Source: Healthy Communities Institute, 2021

Figure 81: Deaths Due to COVID-19 by Age Group in Williamson County by October 15, 2021



Data Source: Williamson County COVID-19 Dashboard, 2021

[133] "Surveillance Strategy Report — Modernizing Mortality Reporting."

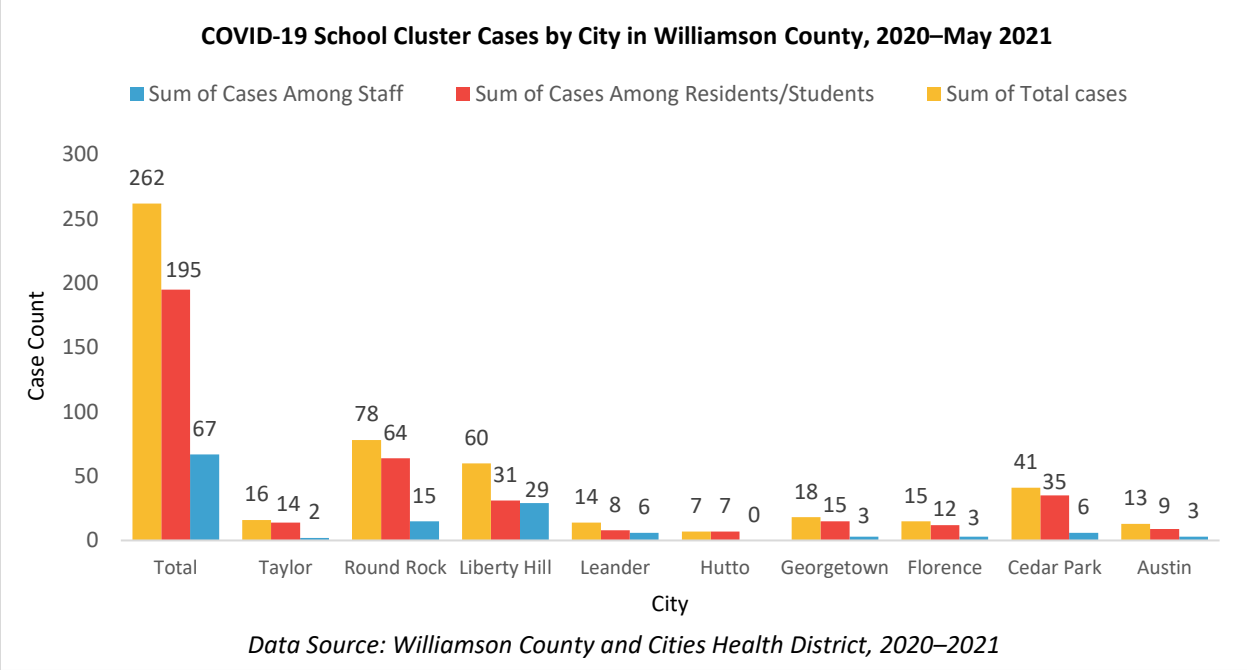
School Clusters

Why are these important?

Early in the COVID-19 pandemic, children and adolescents were not commonly identified as index cases for clusters, meaning they were not often known to spread COVID-19 to others. However, outbreaks among adolescents and children attending daycare, schools, and extracurricular activities have demonstrated that children and adolescents can transmit SARS-CoV-2 to others. Multiple studies have shown that transmission within school settings is typically lower than, or at least similar to, levels of community transmission when prevention strategies are in place in schools.[134] Epidemiologists from Williamson County and Cities Health District worked closely with school nurses and staff at the public schools, private schools, and daycares in the county to ensure proper mitigation strategies and reporting methods were in place.

Through May 2021, there were a total of 262 COVID-19 cases associated with clusters in schools. Clusters were defined by five or more linked cases. The school district with the highest number of school cluster cases (78) was Round Rock (Figure 82).

Figure 82: COVID-19 School Cluster Cases by City in Williamson County, 2020–2021



Data Source: Williamson County and Cities Health District, 2020–2021

Vaccines

Why are these important?

"The COVID-19 global pandemic has greatly impacted society and every part of life. As a way to transition out of this global pandemic and protect people from serious illness, hospitalization, or death, the COVID-19 vaccination has been made available. According to the Centers for Disease Control and Prevention (CDC), vaccination is an act of introducing vaccine into the body to produce immunity. By showing and tracking percentage of vaccinations, communities can monitor trends across counties and allocate resources as needed."[135]

There are currently three authorized vaccines in the United States that prevent COVID-19. The Pfizer-BioNTech and Moderna mRNA COVID-19 vaccines and Johnson & Johnson's Janssen viral vector vaccine can all lower the risk of contracting and spreading the virus that causes COVID-19 and may help keep people from getting seriously ill even if they do get COVID-19. Being fully vaccinated against COVID-19 allows people to resume many activities they did before the pandemic, and the CDC

[134] "Science Brief: Transmission of SARS-CoV-2 in K-12 Schools and Early Care and Education Programs – Updated."

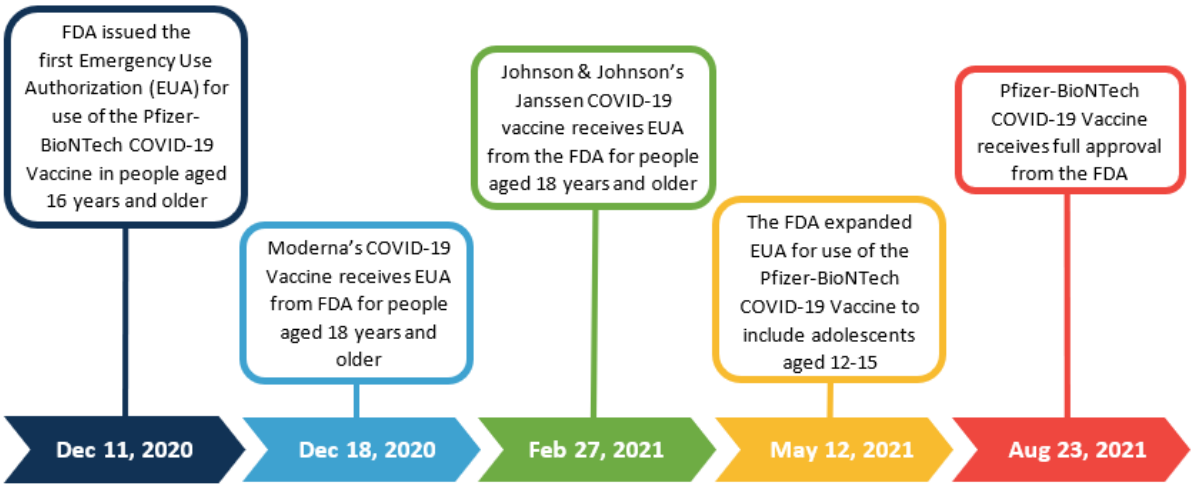
[135] "Persons Fully Vaccinated Against COVID-19."

lists vaccination as a key component for population immunity against COVID-19.[136;137] As of November 3, 2021, the CDC recommends vaccination against COVID-19 for everyone ages 5 years and older.[138]

COVID-19 vaccine distribution in Texas followed a phased approach set by the Texas Department of State Health Services.[139]

- **December 14, 2020:** Phase 1A (frontline healthcare workers and residents at long-term care facilities)
- **December 29, 2020:** Phase 1B (people 65+ or people 16+ with a health condition that increases risk of severe COVID-19 illness)
- **March 3, 2021:** School and licensed childcare personnel
- **March 15, 2021:** Phase 1C (people 50 to 64 years of age)
- **March 29, 2021:** Everyone 16 years old and older
- **May 12, 2021:** Everyone 12 years old and older
- **November 3, 2021:** Everyone 5 years old and older[140]

Figure 83: Authorization and Approval Timeline for COVID-19 Vaccines in the United States

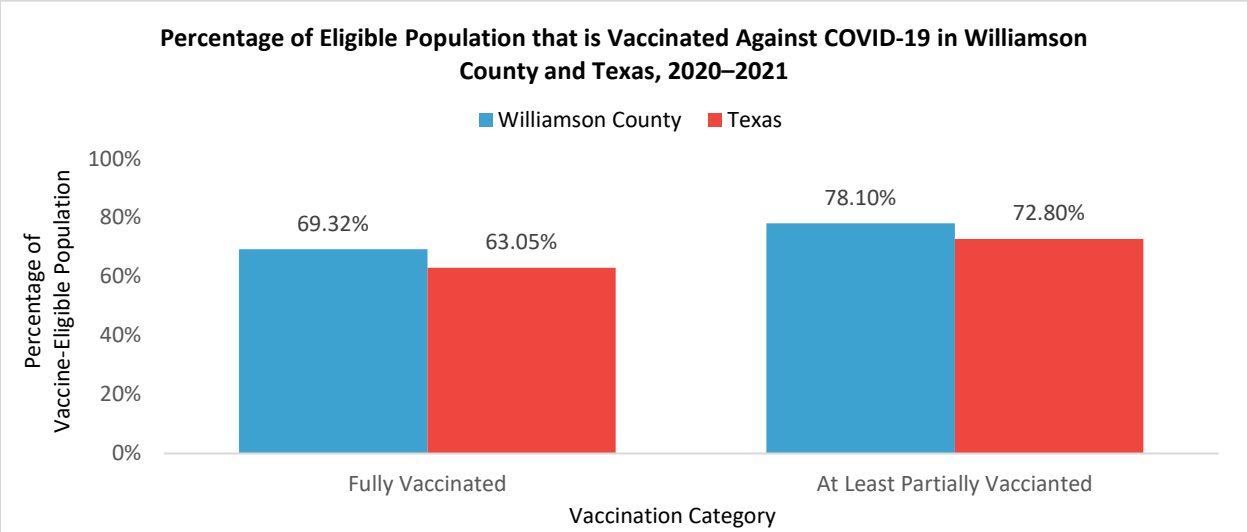


Vaccination Rates

As of October 15, 2021, 69.32% of Williamson County's COVID-19 vaccine–eligible population (then people ages 12 years and older) had been fully vaccinated, and 78.10% had received at least one dose (Figure 84). Williamson County has a higher percentage of the population fully or partially vaccinated than Texas overall. Vaccination rates in Williamson County are broken down by percentage of the eligible population by ZIP code, as shown in Figure 85.

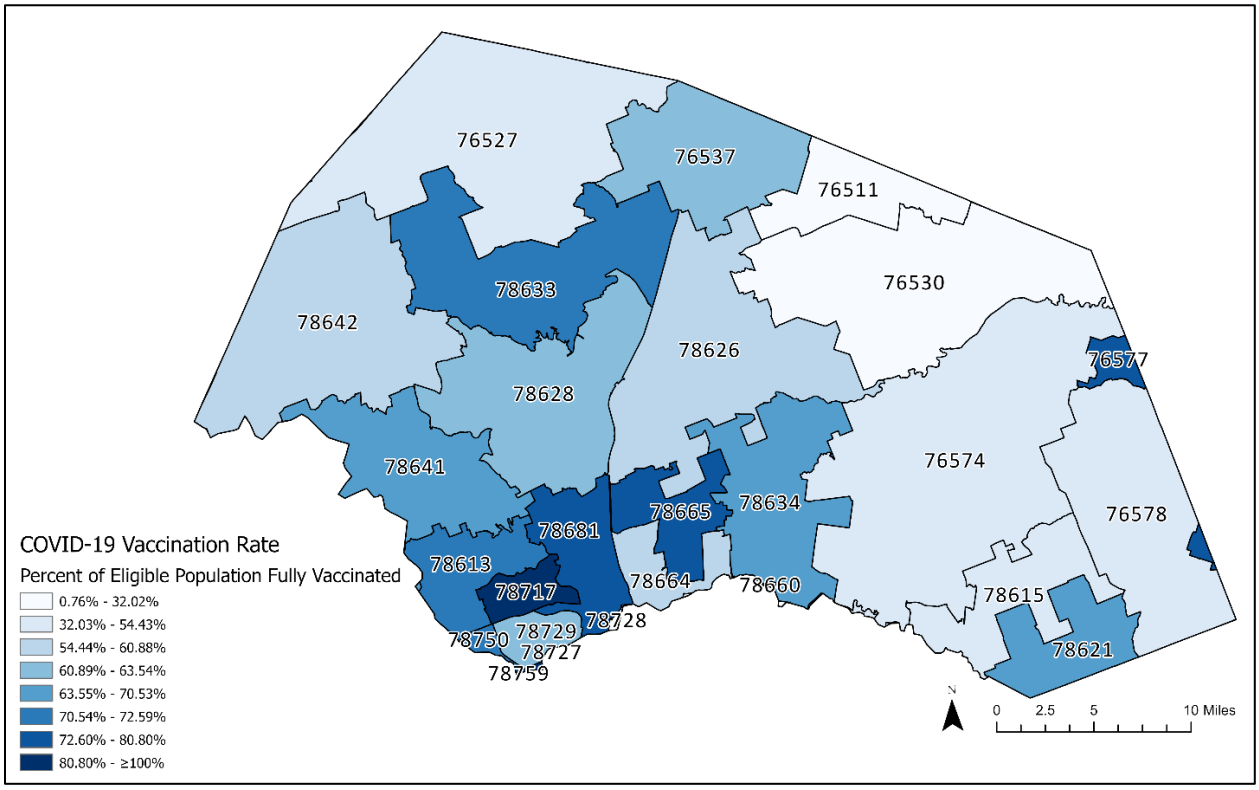
[136] "Benefits of Getting a COVID-19 Vaccine."
[137] "Science Brief: SARS-CoV-2 Infection-Induced and Vaccine-Induced Immunity."
[138] "Key Things to Know About COVID-19 Vaccines."
[139] "COVID-19 Vaccine Information."
[140] "How CDC Is Making COVID-19 Vaccine Recommendations."

Figure 84: Percentage of Eligible Population that is Vaccinated against COVID-19 in Williamson County and Texas, 2020–2021



Data Source: Williamson County and Cities Health District, 2020–2021

Figure 85: **COVID-19 Vaccination Rate by ZIP Code in Williamson County, December 15, 2020–October 15, 2021**



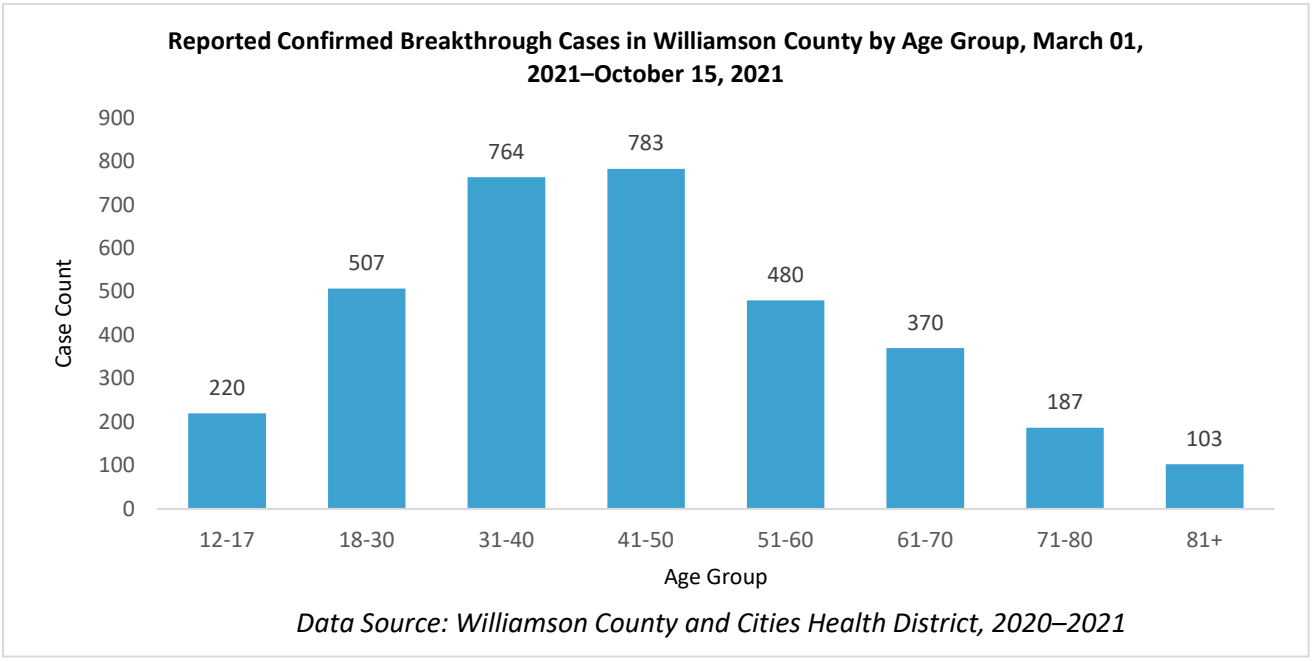
Data Source: Texas Department of State Health Services, ImmTrac2, 2021
Date Created: 10/29/2021

Vaccine Breakthrough Cases

Why are these important?

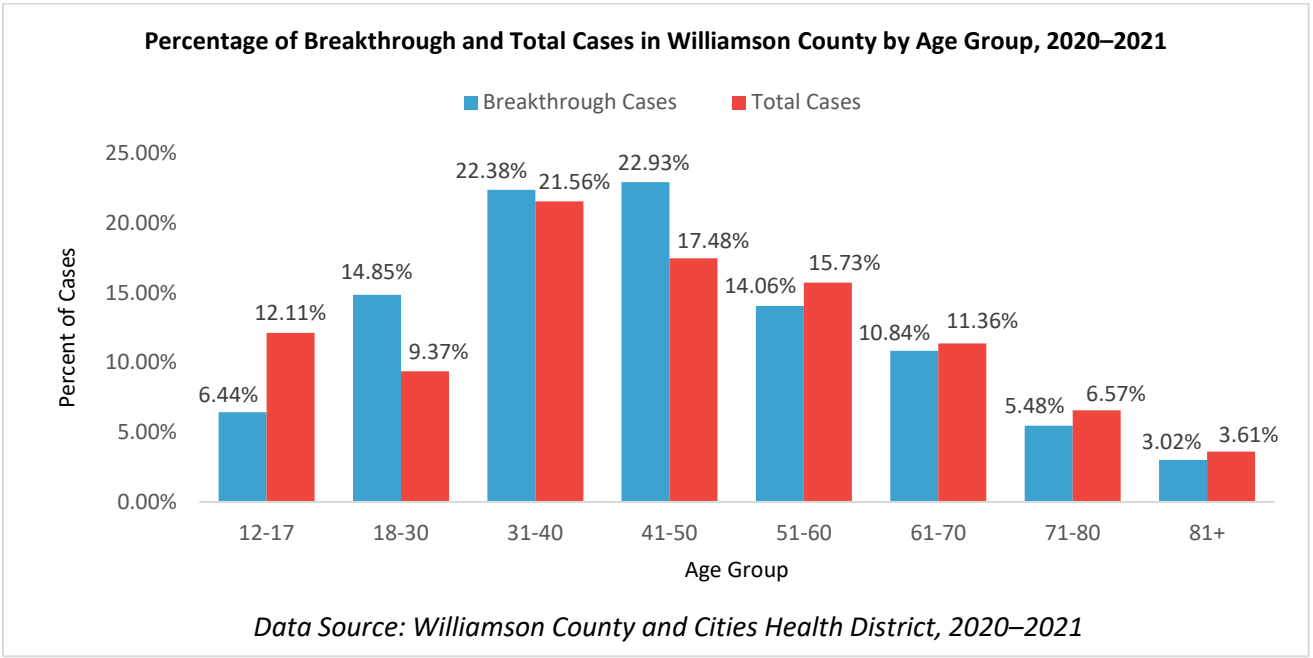
Although all three vaccines are proven highly effective at preventing COVID-19, no vaccine is 100% protective, meaning that infection can still occur in people who are fully vaccinated. Breakthrough cases are cases that occur in individuals who are fully vaccinated. These cases typically cause mild or moderate illness, rarely resulting in hospitalization or death due to severe COVID-19. Increased case counts and the increasing presence of the Delta coronavirus variant led to an increase in breakthrough cases.[141] As of October 15, 2021, there were 3,414 confirmed breakthrough COVID-19 cases in Williamson County (Figure 86 and Figure 87).

Figure 86: Reported Confirmed Breakthrough Cases in Williamson County by Age Group, 2021



Data Source: Williamson County and Cities Health District, 2020–2021

Figure 87: Percentage of Breakthrough and Total Cases in Williamson County by Age Group, 2020–2021



Data Source: Williamson County and Cities Health District, 2020–2021

[141] "COVID-19 Vaccine Effectiveness."

COMMUNITY THEMES AND STRENGTHS ASSESSMENT



QUESTIONS ANSWERED IN THIS ASSESSMENT

What community barriers affect quality of life?

How is quality of life perceived in the community?

What assets are available to improve community health?

Overview

The Community Themes and Strengths Assessment (CTSA) identifies current community concerns, perceptions about quality of life, and community strengths and assets through feedback from community stakeholders and the public. The questions listed to the left are valuable for multiple reasons. First, community members become invested in the community health improvement process when they have a sense of ownership and responsibility for the outcomes. This occurs when their concerns are genuinely considered and visibly affect the process. Additionally, the themes and issues identified by asking these questions offer insight into the information and statistics from the other assessments. Furthermore, communities must leverage their strengths and assets to improve health.

Community Strengths and Assets

Through the CTSA process, residents and stakeholders identified the following strengths and assets.

Communication and collaboration between agencies that provide community resources

Discussing collaboration between Williamson County agencies in its report (Appendix I: Community Focus Group and Key Informant Results — Texas Health Institute), Texas Health Institute (THI) writes:

> When asked to describe the assets and strengths of Williamson County, participants frequently mentioned that the community has a strong sense of altruism and members often come together to help each other. One key informant expressed their gratitude for the reliability of nonprofit agencies within the community. Another key informant expressed excitement about emerging diversification efforts that are promoting growth opportunities and resources for underrepresented populations. Key informants and focus group participants also emphasized the tremendous support and impact of strong school districts promoting social emotional learning and trauma-informed care as a strength. In addition, participants mentioned a strong network of churches with resources for food distribution, utility support, COVID-19 support, dental care, and other social services.

Availability of quality healthcare services

Williamson County is home to a network of hospitals, clinics, a Federally Qualified Health Center, a local mental health authority, and health professions universities. According to the Community Health Survey, access to healthcare was ranked as the fourth greatest strength in the county.

Availability of community programs and services

> *"I'm grateful that we do have in our community some nonprofit agencies that we can call and who we have good relationships with." — Focus Group Participant*

There are many community programs and services (e.g., support groups, senior centers, nonprofits) in Williamson County which are accessible via navigation platforms such as findhelp (formerly Aunt Bertha) and United Way of Williamson County's 2-1-1 hotline.

Availability of fresh food

Community stakeholders identified the availability of fresh foods through farmers' markets and the Meals on Wheels program as an important strength in the community. Through Photovoice, youth discussed healthy eating habits, such as consuming fruits and vegetables and drinking water.



Availability of parks, green spaces, and opportunities for exercise

According to the Community Health Survey (CHS), parks and recreation was ranked as the second greatest strength in the county. Community members and stakeholders highlighted walking trails, vast park spaces, outdoor exercise equipment, splash parks/playgrounds, and open spaces as strengths in the community. Youth participated in community sports and exercised using school gyms.

Low crime/safe neighborhoods

According to the CHS, low crime/safe neighborhoods was ranked as the greatest strength in the county, with nearly half of survey participants believing it to be a top strength.

Good schools

Through the CHS, residents indicated that the county was considered a good place to raise children. Furthermore, the West and South indicated that good schools were top strengths in each region. "Key informants and focus group participants also emphasized the tremendous support and impact of strong school districts promoting social emotional learning and trauma-informed care as a strength," as well as many school-based behavioral health services and clinics.



Mental health awareness

Since the COVID-19 pandemic exacerbated mental health challenges, community members recognized the importance of building resilience in improved mental health efforts. Through Photovoice, youth expressed greater awareness and consideration of complex mental health topics. Youth learned self-regulation techniques (e.g., walks, runs, movies) and self-care methods (e.g., being outside in the open by oneself while listening to music or lying in the grass), which they use to improve their mood and support their mental health.

Some youth found growth opportunities in social distancing during the COVID-19 pandemic. They benefited from practicing mental health improvement behaviors, such as adapting and learning through isolation. Youth photographers also recognized social interaction as a basic need and that without it, people may experience stress or anxiety in unfamiliar social situations.

Local assets and wealth

Williamson County has a median household income of $90,834, which is about $27,000 more than the median household income for Texas ($63,826).[142] According to the Community Health Survey, 51.4% of survey respondents indicated that they were prepared with at least three months of emergency funds for rent, utilities, groceries, and supplies. According to a nationwide 2021 survey, more than half of Americans have less than three months' worth of expenses prepared for an emergency.[143]

Some youth felt very grateful to have financial stability, as they had observed people they knew living with financial limitations. For example, a youth photographer who saw multiple families with broken refrigerators reported finding it difficult to understand such living conditions and gaining perspective on their own privilege.

Concerns Identified and Solutions Proposed

Through the Community Themes and Strengths Assessment process, residents and stakeholders identified the following concerns, which can be grouped into four categories: access to healthcare, social and structural determinants of health, community health needs, and children's health.

[142] "Median Income in the Past 12 Months (in 2020 Inflation-Adjusted Dollars)."

[143] Foster, "Survey: More Than Half Of Americans Couldn't Cover Three Months of Expenses With Emergency Savings."

Access to Healthcare

Affordable healthcare for publicly insured or uninsured patients

> *"When they're enrolled in the county program, we don't have a lot of providers that accept the WilCo Care card. Similar to Medicaid, we don't have a lot of providers."*
> *— Key Informant*

According to the THI report:

> Community members frequently indicated an insufficient [number] of primary and specialty care providers creates a barrier to accessing health care, particularly as it relates to providers that accept public insurance. One focus group participant said that despite having four Federally Qualified Health Centers in Taylor, Round Rock, Cedar Park, and Georgetown, appointments are limited to certain days of the week, especially during the pandemic. Some Taylor residents travel to Round Rock and Georgetown to receive primary care services or x-rays. Medicaid beneficiaries lack [enough] primary care or specialty providers that accept their insurance, and people enrolled in WilCo Care (WCCHD's indigent care program) struggle to find physicians, particularly specialists. As a result, residents tend to over-utilize emergency rooms. One key informant stated that one of her recent clients enrolled in WilCo Care was referred to surgery after an emergency room visit but could not have the procedure due to the unavailability of specialty surgeons [who are participating administrators]. In addition, focus group participants recalled the difficulties in locating local mental health providers such as psychiatrists or psychologists who accept insurance to provide mental health care.

Stakeholders also highlighted this challenge in the IBM Watson Health report (Appendix J: Community Focus Group and Key Informant Results — IBM Watson Health), in which limited access to dental care and to primary healthcare providers for uninsured and underinsured patients ranked as the second and fifth most important challenges, respectively, within Williamson County.

Proposed solutions: "Offer a free or discounted hospital program annually so that people who are unable to see a physician can schedule a visit at least once a year. Another option would be providing a low-cost community health clinic."

Awareness of resources and support for navigating healthcare system

> *"It's hard for the average person to navigate those systems, and then you're asking people that are disadvantaged to navigate systems." — Key Informant*

Texas Health Institute describes this concern, writing:

> Community participants frequently mentioned the lack of awareness and support for navigating through the health care system as a barrier to accessing care. Many underrepresented populations with cultural and language barriers, such as Hispanic/Latinx and AAPI [Asian American and Pacific Islander] low-income residents, do not know about health facilities that provide services at a minimal cost. This lack of awareness of available resources also makes it difficult for patients, family members, and caregivers to advocate for their needs. In addition, strict HIPAA-related requirements on who can...contact providers on behalf of the patient [increase] barriers to access, especially among non-English-speaking patients. While health navigators at…WCCHD [Williamson County and Cities Health District] can provide assistance, office closures prevented them from helping clients with documentation support during the COVID-19 pandemic, and many clients were unenrolled from support programs as a result.

Proposed solutions: "Facilitate access to services including primary care, dental care, and mental health services in a single location. Other examples included providing case management services, increasing hospital social workers, and providing health care concierge services."

Lack of medical insurance

> *"Worrying about insurance, worrying about co-pays…obviously, the transportation. I think all of the above would stop me from going unless I had to." — Focus Group Participant*

"Participants frequently shared challenges that residents have due to not having health insurance and not qualifying for the Medical Access Program. One focus group participant emphasized the large gap in health care services when residents cannot afford to pay privately. For example, without insurance, residents cannot receive access to preventive care or specialty services such as endoscopies or colonoscopies."

Culturally and linguistically appropriate care and services

> *"There's a huge Hispanic population that's underrepresented, and they don't have the means to get the information translated into Spanish to help them better understand how they can get services that are available to them." — Key Informant*

According to the THI report:

> Participants shared that health care services often feel inaccessible because they are not culturally or linguistically appropriate. Key informants and focus group participants shared barriers regarding language, noting an insufficient number of Spanish-speaking or Korean-speaking providers. For example, Hispanic/Latinx and Asian American [and] Pacific Islander (AAPI) populations in Williamson County often encounter language barriers due to the lack of interpreters and translated material. In addition, children and grandchildren often feel pressured to provide interpretation and assist senior populations with complex paperwork, because health care language, including language used on pamphlets or educational materials, is confusing and difficult to understand or apply. Furthermore, participants described how the inability to adapt to the predominant culture or navigate the health care system as an immigrant is a source of ongoing stress. Participants noted that many also [forgo] both health care services and other services due to the fear of deportation based on immigration laws.

This challenge also appeared in the IBM Watson Health report. Stakeholders noted that cultural competence, language barriers, fear or distrust of the healthcare system, and lack of diversity among healthcare and service providers were barriers to accessing services.

Proposed solutions:

- "Language and translation services: Hire Spanish and Korean [and other language] translators and interpreters. Provide dual-language websites, social media, pamphlets, etc.
- "Culturally competent workforce: To increase compassionate and non-judgmental care, community members recommended expanding cultural sensitivity training for all providers and hospital staff to better equip them to serve underrepresented and minority populations. Participants also recommended [diversifying] the workforce by hiring additional providers from underrepresented populations."

Social and Structural Determinants of Health

Housing and homelessness

> *"We don't even have emergency and transitional housing in Williamson County. When someone calls us and needs emergency shelter, we have to send them to Travis County or Bell County." — Key Informant*

On housing and homelessness, THI writes:

> Recent economic development and population growth [have] caused housing prices to skyrocket in Williamson County over the last few years. Key informants and focus group participants revealed that the lack of affordable housing available within the county is probably one of the most complicated issues for the community. Despite the existence of local housing authorities and Section 8 housing vouchers, people in need of low-income housing often experience long waiting lists. In addition, participants shared that emergency and transitional housing is unavailable in Williamson County. Furthermore, there is a growing population of people experiencing homelessness with untreated mental health issues.

Community Health Survey respondents ranked affordable housing as the area of greatest need for additional or improved services in the county.

Transportation

> *"I couldn't find someone that was willing to serve [my son's] needs [in Taylor] without traveling literally an hour and a half…for a 15-minute appointment. I also had to take a whole day off work to do that, and it came with a specialty co-pay…I know my family needs this support. I know they need this care, but I can't get there." — Focus Group Participant*

The THI report discusses transportation, writing:

> Participants frequently mentioned transportation as one of the leading structural barriers to health in Williamson County. Residents often have to travel many miles to get to the doctor, pharmacy, the grocery stores, or farmers' markets. Even with personal vehicles, the lack of money to pay for gas prevents some residents from accessing services in Round Rock, Georgetown, or eastern Williamson County. Furthermore, participants also described how the lack of transportation inhibits access to good employment opportunities or higher education and training, which ultimately affects overall health outcomes.

Community Health Survey respondents ranked transportation as the second greatest area of need for additional or improved services in the county.

Proposed solutions: "Provide patients with transportation to appointments by collaborating with public transportation services and volunteers. Another option included providing mobile clinics with primary care services, mental health services, and dental care, especially in rural areas of Taylor."

Cost of living, affordability, and low socioeconomic status

> *"Not having money really affects your mental health. You are trying to figure out, how I am going to pay this water bill, this gas bill, this light bill. I got electric due. I got car insurance. It's all rolling through your head, and there is no sleep, because you're trying to figure out how you're going to do it…I'm in a survival mode, and I need finances to just keep my head above water." — Focus Group Participant*

Texas Health Institute describes the effects of low socioeconomic status in Williamson County:

> Low-income communities within Williamson County face the most barriers to accessing various services. Participants noted that Hispanic/Latinx residents tend to have higher rates of poverty, and wages for those with less than a high

> school education or GED are much lower and do not support the cost of living in the county. Furthermore, due to strict income eligibility criteria, even low-income families still may not qualify for WilCo Care. Having low or no income inhibits families' ability to afford healthy food options, medications, or transportation and fuel. The quality of health care and therapeutic services also declines when residents are not able to provide private-pay.

Furthermore, high cost of living has affected quality of life in the county, especially for people living in poverty, people of color, older adults, and people with disabilities. According to United for ALICE, one out of three households in the county (especially east of Interstate 35) is considered an ALICE (asset limited, income constrained, employed) household, which means it cannot afford to fulfill basic needs such as housing, rent, utilities, and food.[144]

Broadband internet access

> *"You don't have access to a computer. How can you do a virtual doctor's appointment?" — Key Informant*

On challenges associated with the lack of broadband internet access, THI writes:

> Participants described barriers associated with lack of access to broadband or internet, particularly for families in more rural areas of Williamson County. One key informant discussed frequent technical difficulties when attending virtual doctor's appointments including poor video quality, poor Wi-Fi, and poor phone reception. Participants noted how senior populations, AAPI [Asian American and Pacific Islander] populations, Hispanic/Latinx populations, and low-income families are often more disadvantaged when it comes to internet access. In addition, when organizations transitioned to remote services amid the pandemic, it became even more difficult for residents to access services due to the closure of public libraries—previously a primary point of access for many lower-income community members. Some people, including seniors, may also be less comfortable using technology or may not be computer literate.

Ethnic and racial segregation

> *"They don't want to come be around certain people: African Americans, and I'm just going to really be honest." — Key Informant*

According to the THI report:

> A number of key informants and focus group participants noted that Williamson County is ethnically and racially segregated. Participants noted specific residential areas have large populations of Hispanic/Latinx residents, and in general, people of color do not have equal access to community resources or culturally sensitive education about health. One participant pointed to the investment of resources in one area and not another: While public parks in affluent neighborhoods received adequate renovations, public parks within neighborhoods with higher populations of color did not receive equal renovations. Sometimes these neighborhoods are only a few miles apart, divided by a bridge.

Furthermore, Community Health Survey respondents identified efforts to address racism as the fifth greatest area of need for improvement in Williamson County.

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[144] "Households That Are Asset Limited, Income Constrained, Employed (ALICE)."

Community Health Needs

Challenges related to aging

Through the Community Health Survey, residents identified problems related to aging as the second greatest challenge in the community. Community members living in the North ranked aging as their top concern and services for older adults as the fourth greatest area of need for additional or improved services. Key informants also identified an aging population and high cost of medications as important challenges within Williamson County.

Chronic disease and chronic disease risk factors

Discussing chronic diseases and their contributing factors in Williamson County, THI writes:

> Hypertension, diabetes, obesity, and cancer were the most common health conditions mentioned among key informants and focus group participants, noting that diabetes and hypertension are common in Hispanic/Latinx and African American communities. Participants identified several factors that contribute to diabetes and obesity: (a) lack of access to healthy food options and exercise facilities due to transportation barriers, (b) inability to afford healthy food options or medications due to low socioeconomic status, (c) unhealthy nutrition habits, (d) lack of nutrition education, (e) [forgoing] doctor visits due to lack of insurance, (f) cultural values related to food in Hispanic/Latinx and Black/African American communities, and (g) lack of physical activity. In addition, participants mentioned the common occurrence of cancer among AAPI residents, including ovarian cancer, lung cancer, and liver cancer.

Community Health Survey respondents identified obesity as the third greatest challenge and lack of exercise as the fifth greatest challenge in the community.



Through Photovoice, youth expressed concern for healthy eating and exercise. Unhealthy food options, like baked goods, are readily available and less expensive than healthy food options like produce, making it difficult to eat healthily. Youth indicated that unhealthy food is “widely marketed” and “offered at unbeatably low prices” in the community, which contributes to obesity rates. Consequently, youth felt they would benefit from information about food labels and marketing, as they believed these can be manipulative.

Youth also emphasized the importance of eating disorder resources for all genders. One youth photographer shared his experience with anorexia and the importance of overcoming eating disorders for health.

Proposed Solutions: “Provide free or affordable recreation and exercise activities for community residents in southeast Taylor. One key informant recommended revamping currently vacant community buildings to host dance classes, karate classes, or nutrition education classes.”

Dental care

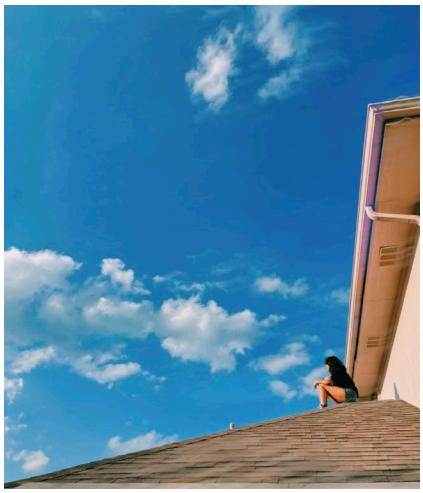
> *“Even the free places…a lot of times, they will still only work on one tooth, or they won't offer certain things like root canals.” — Focus Group Participant*

“Participants also mentioned the need for and lack of access to affordable dental care in Williamson County. When seeking care, low-income, uninsured, and underinsured residents frequently travel from rural areas to find affordable dental care in Round Rock, Austin, or other urban areas. Participants also mentioned lack of awareness about where to seek low- or no-cost dental care within the county, the lack of availability of more complex dental services at low-cost clinics, and limitations of services per patient (e.g., services limited to one tooth per visit).”

Mental health, isolation, and substance use

> *"There are hoops that people have to jump through…I think it makes a lot of people, especially if they're having mental health and comprehension issues…It can be a little bit more difficult for them to the point where they just give up, especially if they're not moving." — Key Informant*

The THI report describes concerns for mental health, isolation, and substance use in Williamson County:



Community members identified the increasing need for and lack of affordable and available mental health services within Williamson County. Common mental illnesses discussed included stress, anxiety, and depression. Participants noted that low-income families, Medicaid recipients, or families seeking services on a sliding fee scale often struggle the most with navigating resources to address mental health concerns, because very few psychiatrists and psychologists accept insurance. One community member mentioned community crime has also increased due to stress as "people are crying and screaming for help and don't know how to go about getting it." Participants also indicated the need to address negative stigma associated with mental illness through community education and advocacy. Increased substance use and alcoholism was highlighted as a concern in the community as well. In addition to the lack of treatment providers available, community participants mentioned that it is very difficult to find recovery support services such as Alcoholics Anonymous, Narcotics Anonymous, or other support groups.

Through the Community Health Survey, mental health was ranked as the greatest challenge in Williamson County and counseling, mental health services, and support groups as the third greatest area of need for additional or improved services in the county.

COVID-19 has had a major impact on mental health. From the Social Determinants of Health and COVID-19 Vaccine Survey, the top four responses regarding the impact of COVID-19 on the respondent and on household members were anxiety (86.2% of respondents reported that they had experienced anxiety since the COVID-19 pandemic began; 78.6% of respondents reported that a member of their household had experienced anxiety since the pandemic began), stress (84.6%; 78.4%), depression (50.8%; 55.9%), and isolation (47.3%; 48.6%). "Other" responses included having had job hours and/or salaries reduced, feeling frustrated, and having had difficulty focusing and concentrating. Stakeholders also identified social isolation as a concern for older adults living in rural areas.

Children's Health

Child abuse

> *"These kids have been through significant abuse. They're always on a waitlist, which is not how you want to treat kids that have been sexually abused, physically abused, gone through, you know, the most horrible, horrific things. But it's what happens when you are limited on your free counseling services." — Key Informant*

According to the THI report:

> Participants mentioned the high prevalence of child abuse, including physical abuse and sexual abuse within Williamson County. They described how sexual abuse affected all children regardless of race, ethnicity, or

socioeconomic status of the family, physical abuse tended to affect low-income families more, and noted that physical abuse usually peaks during the summer months and has significantly increased amid the pandemic due to higher unemployment rates. Due to limited free counseling in Williamson County, child abuse victims are often placed on long waiting lists for mental health providers. Additionally, participants mentioned the need for more training and awareness about adverse childhood experiences (ACEs) for all health care providers. Although Williamson County Juvenile Services provides advocacy for child abuse, intervention services, and ACEs education, limited grant funding only allocates those opportunities to residents in specific areas, such as Eastern Williamson County.

Physical and intellectual disabilities

> *"I know a lot of our parents, especially with medically fragile children end up spending a lot more time in Austin." — Focus Group Participant*

Texas Health Institute describes concerns for physical and intellectual disabilities among youth, writing:

> Participants also mentioned the need to increase special programs for youth with physical and intellectual disabilities such as cerebral palsy, deafness, blindness, autism, Down syndrome, and dyslexia. Participants noted that there are few to no public programs available that facilitate talk therapy with autistic youth in Williamson County. They also mentioned that [some behavioral health facilities in Williamson County do] not accept youth with intellectual disabilities for treatment. As a result, most families in Williamson County need to travel to Austin to access services. In addition, participants mentioned that local respite services or music therapy are not available in Williamson County to decrease burnout among families.

Mental health

> *"A lot of hospitals forget that if a parent has a child in a [mental health] crisis, that parent is in crisis too. They forget that they need to help the family navigate and advocate…It is not a rush-through system. Help them learn how to help their family member or their child." — Focus Group Participant*

On mental health in youth, THI writes:

> Participants highlighted the need to make both mental health services and education available, accessible, and destigmatized for youth. Not only is there a lack of resources for child and youth mental health services, but parents also lack the knowledge and awareness of their child's mental illness. Common youth mental illnesses mentioned among participants included suicidal ideation, attention deficit hyperactivity disorder, anxiety, depression, and bipolar disorder. Additionally, amid the pandemic, participants noted an increase in severe mental health concerns among younger children, along with the difficulty of accessing mental health facilities and assistance for children under the age of thirteen. Although key informants expressed the benefits of integrating social emotional learning into the academic curriculum, they also underlined the school districts' opposition and resistance to providing platforms to discuss youth suicide prevention and social emotional learning.

Through Photovoice, youth expressed that they had experienced a decline in mental health from 2020 to 2021 because they were socially isolated, unable to interact with peers through social gatherings and group sports. Students were frustrated that hybrid education platforms required teachers to attend to the whole class, as the diminished attention to individual students resulted in students feeling alone and left behind. As a result, youth felt stressed and anxious in academic and social settings both at home and elsewhere. Youth indicated a need for increased availability and accessibility of mental health resources because high stress — not always recognized by adults — can result in insomnia.

Overarching Themes

The concerns the Community Themes and Strengths Assessment found reveal four common themes: 1) the importance of engaging the community to improve health, 2) the connection to mental health, which was found to be woven throughout all the health concerns, 3) the impact of disparities, which exist in health across the county, and 4) effects of the COVID-19 pandemic, which has changed people's lives and opportunities to achieve health in many ways.

Community Engagement and Outreach

One important theme identified through the data was the need to improve health by "increasing community visibility" and engaging "with community members and grassroots organizations to understand their perspectives. For example, [focus group participants suggested hosting] a town hall meeting to share the community's insight with municipal/county leadership, funders, and hospital administrators."

Connection to Mental Health

Mental health is connected to all health concerns identified through the Community Themes and Strengths Assessment, including access to healthcare, ethnic and racial segregation, chronic disease, and child abuse. To improve mental health for all residents of Williamson County, all these concerns need to be addressed.

Impact of Health Disparities

A major theme of stakeholders' and residents' comments was disparity. Differences in income, wealth, access, and resources lead to highly varied lived experiences and health outcomes in the county. Members of vulnerable and underserved populations — such as people with low income, people with disabilities, people of color, uninsured/underinsured people, older adults, and people experiencing homelessness — tended to have less access to community resources and services.

Effects of the COVID-19 Pandemic

> *"A lot of them, because they're in multi-generational homes and stuff, a lot of people really got affected with the spread of COVID. A lot of them were afraid to go out there. I think a lot of them didn't have all the information they needed once vaccination things came out. They were afraid there might be consequences. They didn't know that you don't need any documentation to go get your vaccine or even the testing."*
> *— Key Informant*

The THI report describes the effects of the COVID-19 pandemic in Williamson County:

> The COVID-19 pandemic has had a multi-faceted impact on Williamson County residents. Issues such as stress, anxiety, depression, and fear associated with social isolation and the spread of COVID-19 have significantly affected the lives of all community members, irrespective of gender, age, socioeconomic status, or race. Key informants and focus group participants noted the disproportionate effects of COVID-19 on minority populations in Williamson County, including residents with lower educational attainment. For example, participants described how layoffs from restaurants and retail at the beginning of the pandemic significantly and disproportionately affected low-income residents, most of whom had a high school diploma or less and limited employment options. Because of increasing unemployment, many residents struggled to pay rent or housing fees and had to move in with family members. Participants also described how Hispanic/Latinx and Black/African American populations experienced higher rates of COVID-19 diagnoses and death. Food insecurity worsened, and many school-aged children lacked breakfast, lunch, and snacks due to school closures. At the same time, some participants noted how the pandemic has had a bit of a "silver lining" for some for some school-aged children. For example, in some cases, the pandemic has allowed parents and the school community to see a struggling child up-close, leading to students receiving the help they have needed for a long time. In addition, participants noted an increase in access to counseling, as many school counselors opened up private virtual counseling practices to meet the needs of students and families.

TOP HEALTH PRIORITIES AND HEALTH EQUITY ZONES



PRIORITY AREAS AND ISSUES

With so many competing needs in the community, determining health priorities will help direct resources and collaborative efforts to the issues that matter most to the community and that will have the greatest impact on health status.

Top Health Priorities and Health Equity Zones

The Community Health Assessment (CHA) Task Force used the qualitative and quantitative data collected and analyzed by the two Mobilizing for Action through Planning and Partnerships assessments — the Community Health Status Assessment and the Community Themes and Strengths Assessment — to identify health equity zones and health priorities.

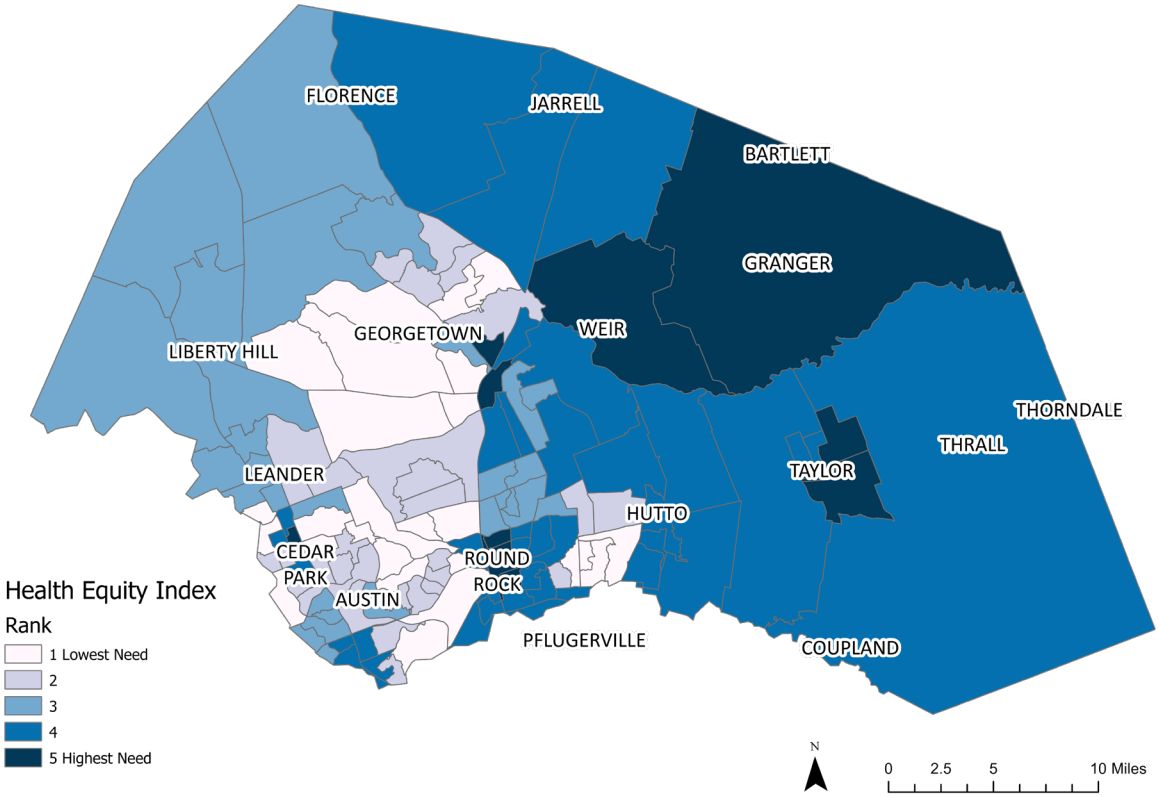
Health Equity Zones

The 2021 Health Equity Index is a measure of socioeconomic need that is correlated with poor health outcomes. In Williamson County, census tracts are ranked from 1 (low need) to 5 (high need) based on their index value relative to similar locations within the county.[145] Using the index, five health equity zones (HEZs) were identified in Williamson County. These are census tract areas that tend to have higher-than-average health risks and burdens. The HEZs in Williamson County include census tracts in the following areas (Figure 88):

- Northern rural Williamson County (Bartlett/Granger/Weir)
- Taylor
- Georgetown
- Round Rock
- Cedar Park

[145] "2021 Health Equity Index."

Figure 88: Williamson County, Texas Health Equity Zones



Health Priorities

Through the two Mobilizing for Action through Planning and Partnerships assessments and prioritization by residents and stakeholders, the Community Health Assessment (CHA) Task Force identified health priorities to improve health and wellness in Williamson County from 2023 to 2025. This section summarizes the task force's analysis of the health issues and determination of priority areas.

CHA Task Force Sensemaking Session

On December 9, 2021, the CHA Task Force members, Texas Health Institute, and stakeholders from past key informant interviews and focus groups participated in a partners sensemaking session facilitated by Alpinista Consulting to discuss themes, strengths, and challenges. Participants in the sensemaking session were sent a copy of the Community Themes and Strengths Assessment prior to discussion.

The purposes of the sensemaking session were to:

1. Bring together various groups that have contributed data to the CHA and/or will localize the results to their specific context, community, or organization,
2. Notice implications and make sense of patterns embedded within the CHA datasets, and
3. Begin to prioritize the health needs of Williamson County.

Participants in the sensemaking session identified the following themes from the CHA datasets:

1. Developing solutions to health disparities not only across the whole county, but also in the individual communities, neighborhoods, and regions,
2. Addressing the rural-urban divide despite limited resources,
3. Changing policy and directing resources to solve health issues upstream, and
4. Supporting holistic healthcare that includes mental health and basic needs, like transportation and housing.

The CHA Task Force did not determine rankings of the health topics (how priorities are typically determined) during the sensemaking session. The sensemaking session did, however, help the task force make sense of the data to guide future decision making at each agency.

Determination of Priorities

Priorities were determined using the four datasets:

- Residents' responses to the Community Health Survey,
- Overarching themes from the key informant interviews and focus groups conducted by Texas Health Institute (THI),
- Overarching themes from the key informant interviews and focus groups conducted by IBM Watson Health, and
- The Conduent Healthy Communities Institute (HCI) Data Scoring Tool, which processes quantitative health data to produce a ranking of indicator scores.

The priority matrix (Table 30) displays the topic areas as ranked from each of the four datasets.

Table 30: Priority Matrix

COMMUNITY		COMMUNITY/STAKEHOLDERS		QUANTITATIVE DATA
Community Health Survey		THI Focus Groups (FG) and Key Informant Interviews (KII)	IBM Watson FG and KII	Conduent HCI Data Scoring Tool
Health Challenges (Ranked)	**Need for Additional or Improved Services (Ranked)**	**Overarching Themes (Not Ranked)**	**Overarching Themes (Not Ranked)**	**Topic Scores (Ranked)**
#1: Mental health problems	#1: Affordable housing	**Access to Healthcare** • Affordable healthcare and Access to Primary and Specialty Care for Publicly Insured or Uninsured • Insurance • Culturally and Linguistically Appropriate Care • Support for Navigating the Healthcare System	Transportation	#1: Physical Activity
#2: Problems related to aging	#2: Transportation options	**Social and Structural Determinants of Health** • Low Socioeconomic Status • Housing and Homelessness • Transportation • Broadband Internet Access • Ethnic and Racial Segregation	Housing	#2: Mental Health & Mental Disorders
#3: Obesity	#3: Counseling/ mental health services/ support groups	**Priority Health Needs** • Mental Health and Substance Use • Chronic Disease • Dental care	Access to Healthcare	#3: Older Adults
#4: Feeling isolated or alone	#4: Road safety	**Children's Health** • Child abuse • Intellectual Disabilities • Mental Health		#4: Women's Health
#5: Lack of exercise	#5: Efforts to address racism			#5: Children's Health

Considering all the rankings in the matrix, four priorities were identified:

- **Social and structural determinants of health:** Focus on improving basic needs (housing, transportation, broadband internet access, and living wages) for all and eliminating ethnic and racial segregation
- **Mental health and well-being:** Focus on building resilience by improving mental health for children and youth and mitigating the impact of the COVID-19 pandemic
- **Chronic disease and chronic disease risk factors:** Focus on increasing healthy food access and physical activity
- **Access to healthcare:** Focus on increasing access to culturally and linguistically appropriate care and dental care for vulnerable populations (e.g., older adults, people of color, and people experiencing homelessness)

Unlike the top health priorities in the past two Community Health Assessments, these are not ranked, as doing so would neglect their intertwined nature. Quantitative and qualitative data show the importance of taking a whole-person- and whole-community-centered approach to improving health, for example, supporting holistic healthcare that includes mental health and basic needs, like transportation and housing. Furthermore, data show that the needs of the neighborhoods, communities, cities, and regions in Williamson County differ. In developing solutions to health disparities, groups should focus not only on countywide efforts, but also on efforts targeted to each region, community, and neighborhood.

CONCLUSION AND IMPLICATIONS FOR WILLIAMSON COUNTY



Conclusion and Implications for Williamson County

The 2022 Community Health Assessment (CHA) provides an updated analysis of available data to describe how the health and quality of life of Williamson County residents have changed since the last assessment in 2019. Throughout the 2022 assessment process, the CHA Task Force engaged with residents and stakeholders, who were active participants. Along with quantitative data, their feedback describes the status of and shared perceptions about the health and well-being of Williamson County, Texas.

The 2022 CHA is the evidence-based foundational document for Williamson County and Cities Health District, community partners, decision makers, and — most importantly — residents to develop health-related policy. The assessment will be used to educate and mobilize community partners and residents, guide strategy, gather resources, and plan actions to improve health. The top health priorities for future improvement efforts are defined in Table 31.

Table 31: Top Health Priorities for 2023–2025 in Williamson County, Texas

Icon	Health Priority
	Social and structural determinants of health *Focus on improving basic needs (housing, transportation, broadband internet access, and living wages) for all and eliminating ethnic and racial segregation.*
	Mental health and well-being *Focus on building resilience by improving mental health for children and youth and mitigating the impact of the COVID-19 pandemic.*
	Chronic disease and chronic disease risk factors *Focus on increasing healthy food access and physical activity.*
	Access to healthcare *Focus on increasing access to culturally and linguistically appropriate care and dental care for vulnerable populations (e.g., older adults, people of color, and people experiencing homelessness).*

The determination of priorities is the first step in improving the health of the community. Future steps involve developing action plans with the community during the Community Health Improvement Plan process to address each of these priorities. This collaborative effort provides a common agenda the county will use to improve the health of all residents. Additionally, the 2022 CHA and recommendations can be used in developing the following:

- Community health changes and trends
- Hospital-based community benefit and implementation strategy plans
- Organizational strategic plans
- Evidence for grant applications

The CHA Task Force hopes this CHA will spur engagement in supporting the health of the people of Williamson County and aid efforts to become the healthiest county in Texas. Sustained and broad community involvement is necessary to strategically address the health issues in Williamson County, and the solutions will require the combined resources and efforts of partners from all sectors. This shared ownership of community health among diverse stakeholders improves the deployment of resources to achieve our goals. Together, we can make Williamson County a healthy place for residents to live, learn, work, play, worship, and age.

Appendices

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Appendix B: Lists of Tables and Figures

List of Tables

Table 1: Total Surveys Collected in Williamson County 11
Table 2: Demographic Characteristics of Williamson County and Texas, 2021 18
Table 3: Population Change in Williamson County and Texas, 2010–2020 18
Table 4: Population Projection by Demographic Characteristics in Williamson County, 2021 and 2050 20
Table 5: Language Spoken at Home (Ages 5 and Over) in Williamson County and Texas, 2021 21
Table 6: Percent of Residents Living Below the Federal Poverty Line (FPL) in Williamson County and Texas, 2016–2020 23
Table 7: Percentage of Civilian Workforce Unemployed in Williamson County and Texas, 2021 24
Table 8: Top 2-1-1 Needs in Williamson County, 2021 27
Table 9: Most Common Search Terms in findhelp, 2021 28
Table 10: Provider Access in Williamson County and Texas 31
Table 11: Total Number of Encounters for Williamson County Patients by Service Line at Lone Star Circle of Care, 2020 31
Table 12: Ethnicity of Lone Star Circle of Care Patients in Williamson County, 2020 32
Table 13: Race of Lone Star Circle of Care Patients in Williamson County, 2020 32
Table 14: Insurance Status of Lone Star Circle of Care Patients in Williamson County, 2020 32
Table 15: Medical Conditions Treated by Lone Star Circle of Care in Williamson County, 2020 32
Table 16: Mental Health and Basic Needs Identified through PRAPARE Survey, 2020–2021 33
Table 17: Self-Reported Health of Adults in Williamson County and Texas, 2018 38
Table 18: Transportation Indicators in Williamson County and Texas, 2015–2019 41
Table 19: Residential Segregation in Williamson County and Texas 45
Table 20: Social and Civic Engagement in Williamson County and Texas 45
Table 21: Routine Cancer Screening in Williamson County and Texas 49
Table 22: Healthy Eating Environment Indicators in Williamson County and Texas, 2018 51
Table 23: Grocery Store Access in Williamson County, 2015 52
Table 24: Mental Health Indicators in Williamson County and Texas 57
Table 25: Mental Health Hospitalizations in Williamson County and Texas, 2017–2019 59
Table 26: Total Numbers of Encounters for Williamson County Patients Served at Bluebonnet Trails Community Services, 2020 60
Table 27: Child and Infant Mortality in Williamson County and Texas 64
Table 28: Cases of Vaccine-Preventable Diseases in Williamson County, 2010–2020 83
Table 29: Williamson County ZIP Codes with Lowest and Highest COVID-19 Infection Rates, 2020–2021 89
Table 30: Priority Matrix 110
Table 31: Top Health Priorities for 2023–2025 in Williamson County, Texas 113
Table 32: Race/Ethnicity of Community Health Survey Respondents, 2021 129
Table 33: Resident Perceptions of Strengths of Williamson County 129
Table 34: Resident Perceptions of Top Challenges in Neighborhoods and Communities in Williamson County 130

Table 35: Resident Perceptions of Need for Additional or Improved Services in Williamson County 131
Table 36: Resident Expectations of COVID-19's Effect on Households in Williamson County 132
Table 37: Residents' Emergency Savings in Williamson County 133

List of Figures

Figure 1: Map of Williamson County, Texas 8
Figure 2: MAPP Framework 9
Figure 3: Electronic and Paper Surveys Collected by Williamson County Region 11
Figure 4: Expected (Williamson County) versus Observed (Survey) Collection by Williamson County Region 11
Figure 5: Population Change by ZIP Code in Williamson County, 2010–2021 19
Figure 6: Population Pyramid of Williamson County by Age and Sex, 2019 20
Figure 7: Population Pyramid of Williamson County by Age and Sex, 2050 21
Figure 8: Median Household Income by Race/Ethnicity in Williamson County, 2016–2020 22
Figure 9: Household Income Distribution in Williamson County, 2016–2020 23
Figure 10: Household Income Distribution in Texas, 2016–2020 23
Figure 11: Percentage Living Below the Federal Poverty Line by Race/Ethnicity in Williamson County and Texas, 2016–2020 24
Figure 12: Percentage of Unemployed Workers in Williamson County and Texas, 2015–2020 25
Figure 13: Educational Attainment of Population Ages 25 and Older in Williamson County and Texas, 2016–2020 26
Figure 14: Households that are Asset Limited, Income Constrained, Employed (ALICE), 2018 27
Figure 15: 2-1-1 Calls by ZIP Code in Williamson County, 2020 28
Figure 16: Findhelp Searches by ZIP Code in Williamson County, 2018–2020 29
Figure 17: Findhelp Searches by Category in Williamson County, 2021 29
Figure 18: Preventable Hospital Stays in Williamson County and Texas, 2012–2018 34
Figure 19: Percentage of Population without Insurance by Race/Ethnicity in Williamson County and Texas, 2015–2019 35
Figure 20: Percentage of Population without Insurance for Children and Persons in Williamson County and Texas, 2015–2019 35
Figure 21: Percentage of Households without Insurance by Household Income in Williamson County and Texas, 2015–2019 36
Figure 22: Percentage of Individuals without Insurance by Educational Attainment Level in Williamson County and Texas, 2015–2019 36
Figure 23: Percentage of Individuals with a Disability by Five-Year Rolling Average in Williamson County, 2009–2019 39
Figure 24: Percentage of Individuals with a Disability by Age in Williamson County and Texas, 2015–2019 39
Figure 25: Percentage of Individuals with a Disability by Race/Ethnicity in Williamson County and Texas, 2015–2019 40
Figure 26: Solo Drivers with a Long Commute by Five-Year Rolling Average in Williamson County, 2008–2019 41
Figure 27: Residents of Williamson County and Where They Work, 2020 42
Figure 28: Percent Increase in Household Income, Rent and Home Values in Williamson County and Texas, 2015–2019 43
Figure 29: Williamson County Austin Board of Realtors Housing Statistics, June 2021 43
Figure 30: Percent of Residents Who Spent 30% or More of Income on Housing in Williamson County and Texas, 2015–2019 44
Figure 31: Percentage of Adults Obese by Year in Williamson County and Texas, 2010–2017 47
Figure 32: Percentage of Adults Physically Inactive by Year in Williamson County and Texas, 2011–2017 47

Figure 33: Percentage of Adults Smoking in Williamson County and Texas, 2018 48
Figure 34: Percentage of Adults Drinking Excessively in Williamson County and Texas, 2018 49
Figure 35: Percentage of Individuals with Access to Exercise Opportunities by Year in Williamson County and Texas, 2016–2020 51
Figure 36: Percentage of Population with Low Income and Low Access to a Grocery Store by Census Tract in Williamson County, 2019 53
Figure 37: Percentage of Households with No Car and Low Access to a Grocery Store by Census Tract in Williamson County, 2019 54
Figure 38: Percentage of Responses to Food-Related Survey Questions, Hill Country Community Ministries, March 2021 55
Figure 39: Liquor Store Density in Williamson County, 2010–2019 56
Figure 40: Age-Adjusted Suicide Mortality Rate by Five-Year Rolling Average in Williamson County and Texas. 2010–2020 58
Figure 41: Age-Adjusted Suicide Mortality Rate by Gender in Williamson County and Texas, 2019 59
Figure 42: Number of Persons Served by Diagnosis at Bluebonnet Trails Community Services, Williamson County, 2020 61
Figure 43: Percentage of Infants Born with Low Birth Weight by Seven-Year Rolling Average in Williamson County and Texas, 2005–2019 62
Figure 44: Percentage of Preterm Births in Williamson County and Texas, 2010–2017 63
Figure 45: Percentage of Preterm Births by Race/Ethnicity in Williamson County and Texas, 2017 63
Figure 46: Teen Birth Rate by Year in Williamson County and Texas, 2014–2019 64
Figure 47: Teen Birth Rate by Race/Ethnicity in Williamson County and Texas, 2019 65
Figure 48: Percentage of Teens who Received Early Prenatal Care by Race/Ethnicity, 2019 66
Figure 49: Percentage of Adults who Received Early Prenatal Care by Race/Ethnicity, 2019 66
Figure 50: Leading Causes of Death in Williamson County and Texas, 2020 67
Figure 51: Age-Adjusted Cancer Incidence Rates by Cancer Type in Williamson County and Texas, 2014–2018 68
Figure 52: Age-Adjusted Cancer Mortality Rates by Cancer Type in Williamson County and Texas, 2015–2019 69
Figure 53: Age-Adjusted All-Cancer Mortality Rate by Five-Year Rolling Average in Williamson County, 2010–2020 69
Figure 54: Age-Adjusted All-Cancer Mortality Rate by Gender in Williamson County and Texas, 2019–2020 70
Figure 55: Age-Adjusted All-Cancer Mortality Rate by Race/Ethnicity in Williamson County and Texas, 2019–2020 70
Figure 56: Age-Adjusted Heart Disease Mortality Rate by Five-Year Rolling Average in Williamson County, 2010–2020 71
Figure 57: Age-Adjusted Heart Disease Mortality Rate by Gender in Williamson County and Texas, 2019–2020 72
Figure 58: Age-Adjusted Heart Disease Mortality Rate by Race/Ethnicity in Williamson County and Texas, 2019–2020 72
Figure 59: Age-Adjusted Alzheimer's Disease Mortality Rate by Five-Year Rolling Average in Williamson County and Texas, 2010–2020 73
Figure 60: Age-Adjusted Alzheimer’s Disease Mortality Rate by Gender in Williamson County and Texas, 2015–2020 74
Figure 61: Age-Adjusted Alzheimer’s Disease Mortality Rate by Race/Ethnicity in Williamson County and Texas, 2015–2020 74
Figure 62: Age-Adjusted Unintentional Injury Mortality Rate by Five-Year Rolling Average in Williamson County and Texas, 2010–2020 75
Figure 63: Age-Adjusted Unintentional Injury Mortality Rate by Gender in Williamson County and Texas, 2019–2020 75
Figure 64: Age-Adjusted Unintentional Injury Mortality Rate by Race/Ethnicity in Williamson County and Texas, 2019–2020 76
Figure 65: Total Syphilis Diagnosis Rates by Year of Diagnosis in Williamson County and Texas, 2011–2018 77
Figure 66: Primary and Secondary Syphilis Diagnosis Rates by Year of Diagnosis in Williamson County and Texas, 2011–2018 79

Figure 67: Chlamydia Diagnosis Rates by Year in Williamson County and Texas, 2011–2018 79
Figure 68: Gonorrhea Diagnosis Rates by Year in Williamson County and Texas, 2011–2018 80
Figure 69: HIV Diagnosis Rate by Year in Williamson County and Texas, 2011–2019 81
Figure 70: AIDS Diagnosis Rate by Year in Williamson County and Texas, 2011–2019 81
Figure 71: Tuberculosis Rate by Year in Williamson County and Texas, 2012–2019 82
Figure 72: Percentage of Adults Who Have Received a Flu Shot in the Past Year in Williamson County and Texas, 2018 84
Figure 73: Percentage of Vaccine Completion Rates in Williamson County and Texas Kindergarteners, 2019–2020 85
Figure 74: Vaccines Administered and Percent Change in Williamson County, 2019–2020 85
Figure 75: Student Conscientious Exemptions by School Year in Williamson County and Texas, 2011–2021 86
Figure 76: Reported COVID-19 Cases Over Time in Williamson County, March 2020–October 15, 2021 87
Figure 77: COVID-19 Daily Seven-Day Average Incidence Rate in Williamson County, March 12, 2020–October 15, 2021 88
Figure 78: Reported Confirmed COVID-19 Cases by Age Group in Williamson County, March 12, 2020–October 15, 2021 88
Figure 79: COVID-19 Case Rate per 100,000 Population by ZIP Code in Williamson County, March 12, 2020–October 15, 2021 89
Figure 80: COVID-19 Daily Average Case-Fatality Rate in Williamson County, March 2020–October 15, 2021 90
Figure 81: Deaths Due to COVID-19 by Age Group in Williamson County by October 15, 2021 90
Figure 82: COVID-19 School Cluster Cases by City in Williamson County, 2020–2021 91
Figure 83: Authorization and Approval Timeline for COVID-19 Vaccines in the United States 92
Figure 84: Percentage of Eligible Population that is Vaccinated against COVID-19 in Williamson County and Texas, 2020–2021 93
Figure 85: COVID-19 Vaccination Rate by ZIP Code in Williamson County, December 15, 2020–October 15, 2021 93
Figure 86: Reported Confirmed Breakthrough Cases in Williamson County by Age Group, 2021 94
Figure 87: Percentage of Breakthrough and Total Cases in Williamson County by Age Group, 2020–2021 94
Figure 88: Williamson County, Texas Health Equity Zones 108
Figure 89: Age Distribution of Community Health Survey Respondents 128
Figure 90: Gender Distribution of Community Health Survey Respondents 128
Figure 91: Resident Perceptions of Strengths in Williamson County by Region 130
Figure 92: Resident Perceptions of Top Challenges in Neighborhoods and Communities in Williamson County by Region 131
Figure 93: Resident Perceptions of Need for Additional or Improved Services in Williamson County by Region 132
Figure 94: Resident Expectations of COVID-19's Effect on Households in Williamson County by Region 133
Figure 95: Residents' Emergency Savings in Williamson County by Region 134

Appendix C: List of Abbreviations

AAPI: Asian American and Pacific Islander

ACE: Adverse Childhood Experience

AI/AN: American Indian and Alaska Native

BTCS: Bluebonnet Trails Community Services

CDC: Centers for Disease Control and Prevention

CHA: Community Health Assessment

CHIP: Community Health Improvement Plan

CHS: Community Health Survey

CHSA: Community Health Status Assessment

CTSA: Community Themes and Strengths Assessment

HCCM: Hill Country Community Ministries

HEZ: Health Equity Zone

LSCC: Lone Star Circle of Care

MAPP: Mobilizing for Action through Planning and Partnerships

NACCHO: National Association of County and City Health Officials

NH/PI: Native Hawaiian and Pacific Islander

THI: Texas Health Institute

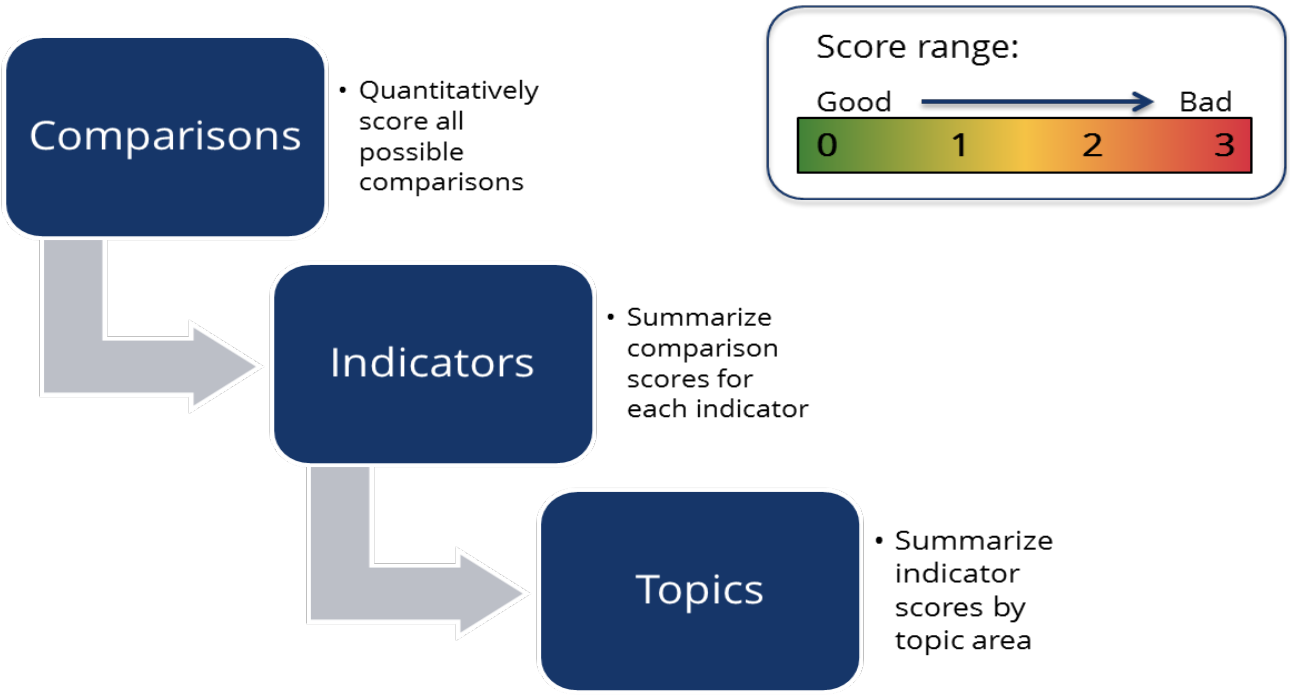
WCCHD: Williamson County and Cities Health District

Appendix D: Conduent Healthy Communities Institute Data Scoring Tool Methodology and Results

Conduent Healthy Communities Institute Data Scoring Tool - Methodology

Scoring Method

Data Scoring is done in three stages:



For each indicator, county is assigned a score based on its comparison to other communities, whether health targets have been met, and the trend of the indicator value over time. These comparison scores range from 0-3, where 0 indicates the best outcome and 3 the worst. Availability of each type of comparison varies by indicator and is dependent upon the data source, comparability with data collected for other communities, and changes in methodology over time. Indicators are categorized into topic areas and each topic area receives a score. Indicators may be categorized in more than one topic area. Topic scores are determined by the comparisons of all indicators within the topic.



County: Williamson
Williamson County and Cities Health District

Total indicators: 193

Friday, 7th of January 2022

Topic	Indicators	Score
Physical Activity	18	1.58
Mental Health & Mental Disorders	10	1.44
Older Adults	29	1.43
Women's Health	5	1.43
Children's Health	8	1.42
Environmental Health	28	1.38
Cancer	18	1.36
Alcohol & Drug Use	7	1.25
Health Care Access & Quality	10	1.24
Oral Health	4	1.21
Other Conditions	7	1.21
Immunizations & Infectious Diseases	15	1.17
Heart Disease & Stroke	17	1.16
Respiratory Diseases	19	1.12
Prevention & Safety	7	1.08
Sexually Transmitted Infections	4	1.06
Community	26	0.98
Wellness & Lifestyle	6	0.94
Economy	33	0.90
Diabetes	8	0.89
Mortality Data	20	0.89
Maternal, Fetal & Infant Health	7	0.85
Education	5	0.83

Appendix E: Community Health Survey

Please take a few minutes to complete the survey below. The purpose of this survey is to get your opinions about health in Williamson County. The Williamson County Community Health Assessment (CHA) Task Force will use the results of this survey and other information to identify the most pressing problems which can be addressed through community action. If you have previously completed a 2022 CHA survey, please ignore this. Remember... your opinion is important! Thank you and if you have any questions, please visit our website at www.healthywilliamsoncounty.org/cha.

1. What are the **three "strengths"** in your neighborhood or community? **Select only three.**

☐ Access to health care (e.g., family doctor)
☐ Access to public transportation
☐ Affordable housing
☐ Arts and cultural events
☐ Clean environment
☐ Community resources (e.g., nonprofits, libraries, food pantries)
☐ Good jobs and healthy economy
☐ Good place to raise children
☐ Good relationships between different race/ethnic groups
☐ Good schools
☐ Health behaviors and lifestyles
☐ Low adult death and disease rates
☐ Low crime/safe neighborhoods
☐ Low infant deaths
☐ Parks and recreation
☐ Prepared for natural and man-made disasters and other emergencies
☐ Religious or spiritual values
☐ Other _____

2. What are the **three most important "challenges"** in your neighborhood or community? **Select only three.**

☐ Access to basic needs
☐ Cancers
☐ Child abuse
☐ Dental problems
☐ Diabetes
☐ Domestic violence
☐ Drug use
☐ Excessive drinking
☐ Feeling isolated or alone
☐ Heart disease and stroke
☐ High blood pressure
☐ HIV/AIDS
☐ Other infectious diseases (e.g., Hepatitis, TB)
☐ Infant death
☐ Lack of exercise
☐ Mental health problems (e.g., anxiety, stress, depression, etc.)
☐ Motor vehicle crash injuries
☐ Obesity
☐ Poor eating habits
☐ Problems related to aging
☐ Rape/sexual assault
☐ Respiratory/lung disease
☐ Sexually Transmitted Diseases (STDs)
☐ Sex Trafficking
☐ Suicide/Intentional Harm
☐ Teenage pregnancy
☐ Tobacco use
☐ Violent crime and deaths
☐ Other _____

3. Which **three services** would you like to see more of or improved in your neighborhood or community? **Select only three.**

☐ Affordable housing
☐ Childcare options
☐ Communication and services from officials during emergencies
☐ Counseling/mental health services/support groups
☐ Culturally appropriate health services
☐ Efforts to address racism
☐ Healthy food choices
☐ Help finding services
☐ Low-cost health services
☐ More jobs
☐ Parks, trails, community centers
☐ Positive youth activities
☐ Road safety
☐ Services for people with disabilities
☐ Services for people who are homebound
☐ Services for seniors
☐ Transportation options
☐ Other _____

4. How do you expect COVID-19 to affect you or your household in the future? **Select all that apply**.

☐ Wages and employment
☐ Health and ability to seek care (feeling hopeless, stressed, getting medical care, getting prescriptions refilled)
☐ Expenses or ability to meet basic needs
☐ Other _____
☐ Not sure

☐ School and education

☐ I do not expect COVID-19 to affect me or my household in the future.

5. In case of an emergency, my household has enough money saved up for how many months of expenses (rent, utilities, groceries, basic supplies)?

☐ Do not have enough saved for one month
☐ One month
☐ Two months
☐ Three months
☐ More than three months
☐ Not sure

We strive to create programs and services that represent the full diversity of the Williamson County community. We are asking the following questions about ZIP code, age, race, and ethnicity to ensure that we are meeting this goal.

6. What ZIP code do you live in? _____

7. What is your age? _____

8. Which of the following best describes you? **Select one answer.**

☐ Woman
☐ Man
☐ Transgender woman
☐ Transgender man
☐ Non-binary
☐ Agender
☐ Gender fluid
☐ Gender queer
☐ Prefer to self-describe _____
☐ Prefer not to answer

9. Which of the following best describes you? **Select all that apply**.

☐ African American or Black
☐ Asian or Asian American
☐ Hispanic or Latino
☐ Middle Eastern or North African
☐ Native American or Alaska Native
☐ Native Hawaiian or Pacific Islander
☐ White or Caucasian
☐ Prefer to self-describe _____
☐ Prefer not to answer

10. Are you interested in becoming a health leader in your neighborhood or community? **Please enter email or phone number if interested.**

Name: _____

Phone Number/Email: _____

Appendix F: Community Health Survey Results

Demographics

The CHA Task Force focused on collecting surveys from individuals 18 years and older (Figure 89). The average age of survey respondents was 53.8 years old, compared to the overall county average of 37.4 years old. The average age among participants who reside in Northern Williamson County was highest at 59.6, and the average age among participants who reside in Southern Williamson County was lowest at 47.6 years old. Three out of four survey respondents were female (Figure 90). The majority of respondents identified as White or Caucasian (Table 32).

Figure 89: Age Distribution of Community Health Survey Respondents

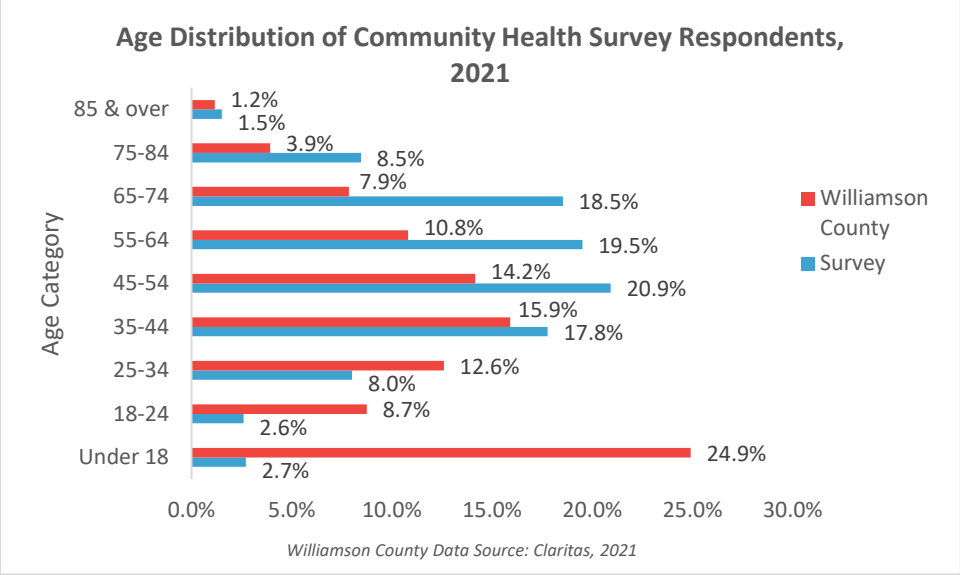


Figure 90: Gender Distribution of Community Health Survey Respondents

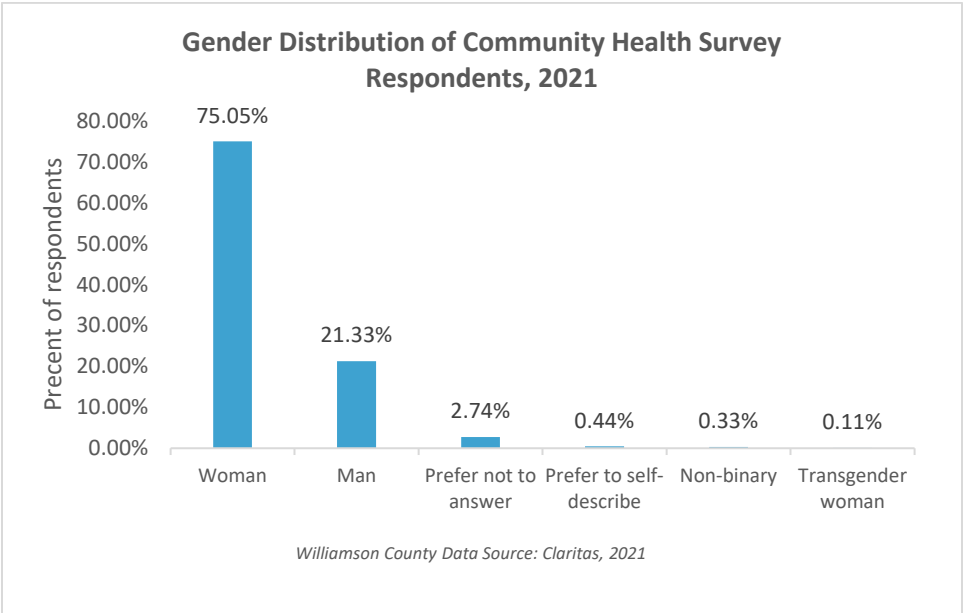


Table 32: Race/Ethnicity of Community Health Survey Respondents, 2021

RACE / ETHNICITY	COUNT
White or Caucasian	646
Hispanic or Latino	135
Prefer not to answer	57
African American or Black	40
Asian or Asian American	34
Prefer to self-describe	29
Native American or Alaska Native	8
Native Hawaiian or Pacific Islander	5
Middle Eastern or North African	0

Note: 39 respondents identified as multiple races/ethnicities.
10 respondents did not indicate race/ethnicity.
913 respondents reported their race/ethnicity.

Responses

Strengths of Williamson County

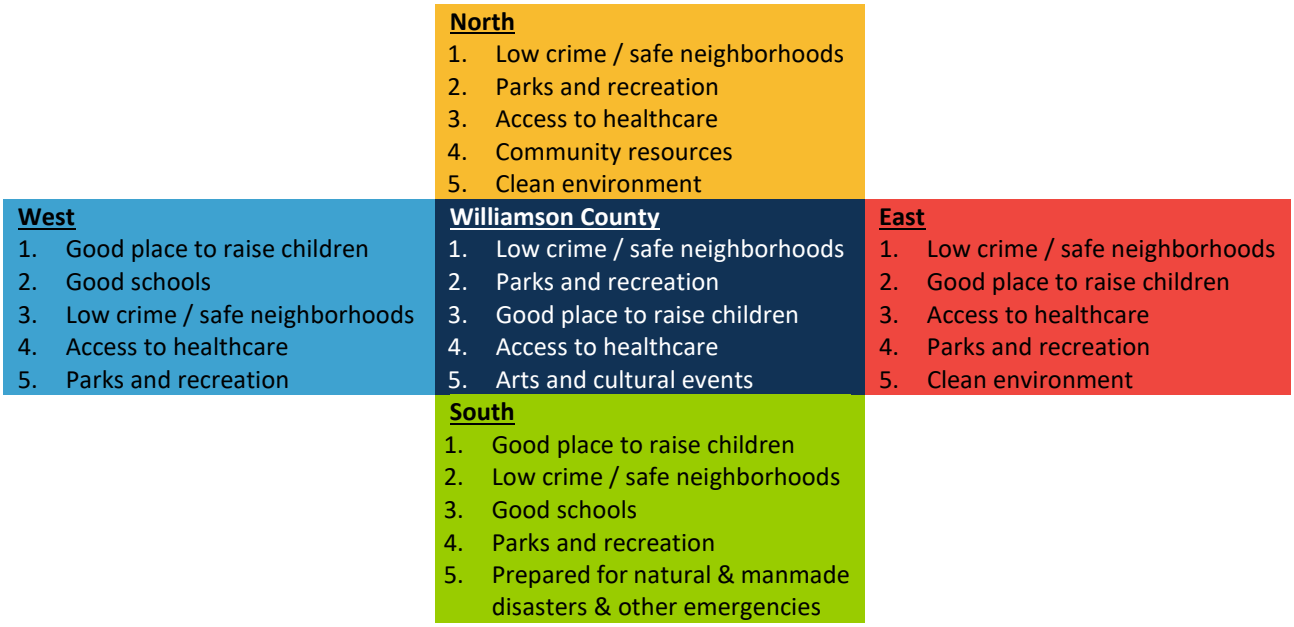
Survey respondents were asked, "What are the three 'strengths' in your neighborhood or community?" and 918 residents responded. Nearly half of survey respondents ranked low crime and safe neighborhoods as a top strength. Respondents ranked the following strengths almost equally: parks and recreation, good place to raise children, access to healthcare, and arts and cultural events (Table 33). Resident perceptions of top strengths in Williamson County are broken down by region in Figure 91.

Table 33: Resident Perceptions of Strengths of Williamson County

RANK	STRENGTHS IN COMMUNITY	COUNT	PERCENT
1	Low crime / safe neighborhoods	440	47.9%
2	Parks and recreation	333	36.3%
3	Good place to raise children	330	35.9%
4	Access to healthcare	325	35.4%
5	Arts and cultural events	325	35.4%

Note: n=918

Figure 91: Resident Perceptions of Strengths in Williamson County by Region



Community Challenges

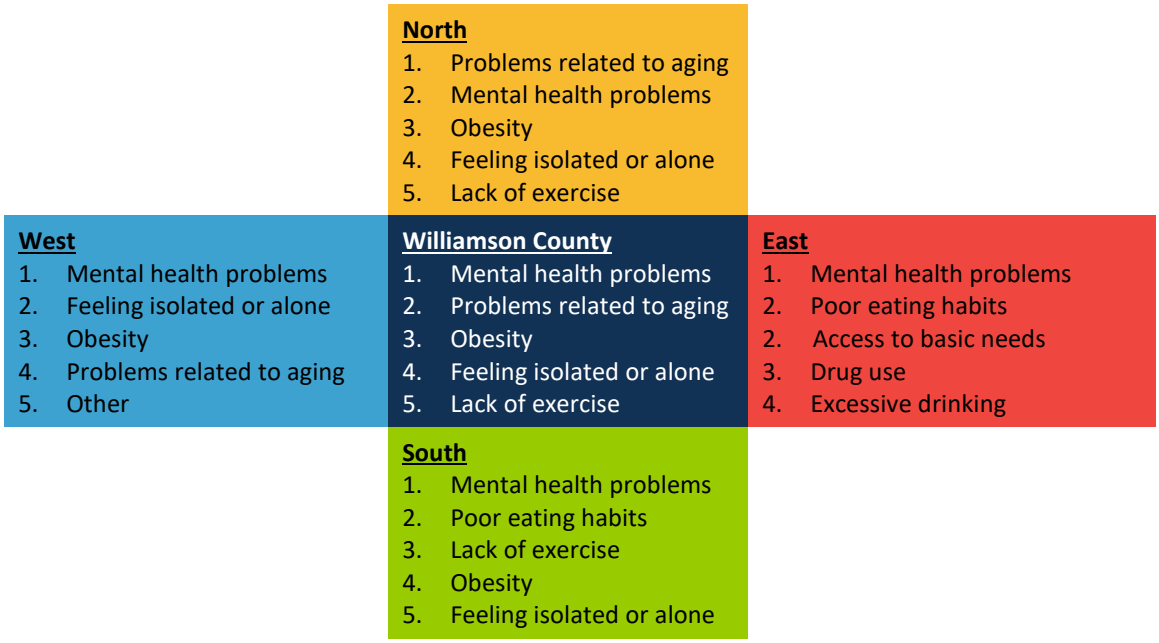
Survey respondents were asked, "What are the three most important 'challenges' in your neighborhood or community?" and 918 individuals responded. The #1 challenge identified in the community survey, by far, was mental health problems (Table 34). Resident perceptions of health problems in Williamson County are broken down by region in Figure 92.

Table 34: Resident Perceptions of Top Challenges in Neighborhoods and Communities in Williamson County

RANK	CHALLENGES IN COMMUNITY	COUNT	PERCENT
1	Mental health problems	363	39.5%
2	Problems related to aging	244	26.6%
3	Obesity	200	21.8%
4	Feeling isolated or alone	196	21.4%
5	Lack of exercise	177	19.3%

Note: n=918

Figure 92: Resident Perceptions of Top Challenges in Neighborhoods and Communities in Williamson County by Region



Need for Additional or Improved Services in Williamson County

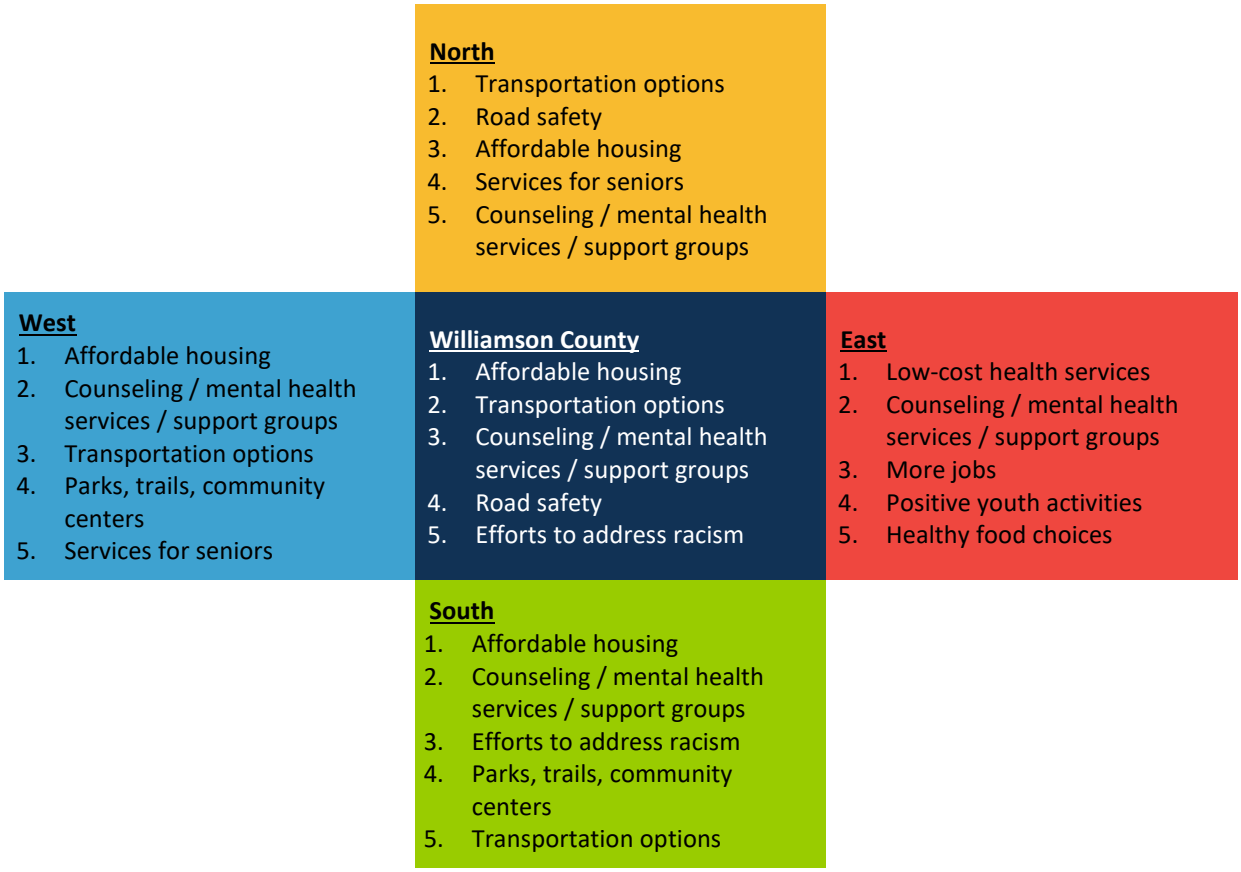
Survey respondents were asked, "Which three services would you like to see more of or improved in your neighborhood or community?" and 916 individuals responded. The leading service in need of improvement or additions was affordable housing (Table 35). Resident perceptions of need for additional or improved services in Williamson County are broken down by region (Figure 93).

Table 35: Resident Perceptions of Need for Additional or Improved Services in Williamson County

RANK	SERVICE	COUNT	PERCENT
1	Affordable housing	284	31.0%
2	Transportation options	239	26.1%
3	Counseling / mental health services / support groups	232	25.3%
4	Road safety	210	22.9%
5	Efforts to address racism	192	21.0%

Note: n=916

Figure 93: Resident Perceptions of Need for Additional or Improved Services in Williamson County by Region



COVID-19 Impact on Household

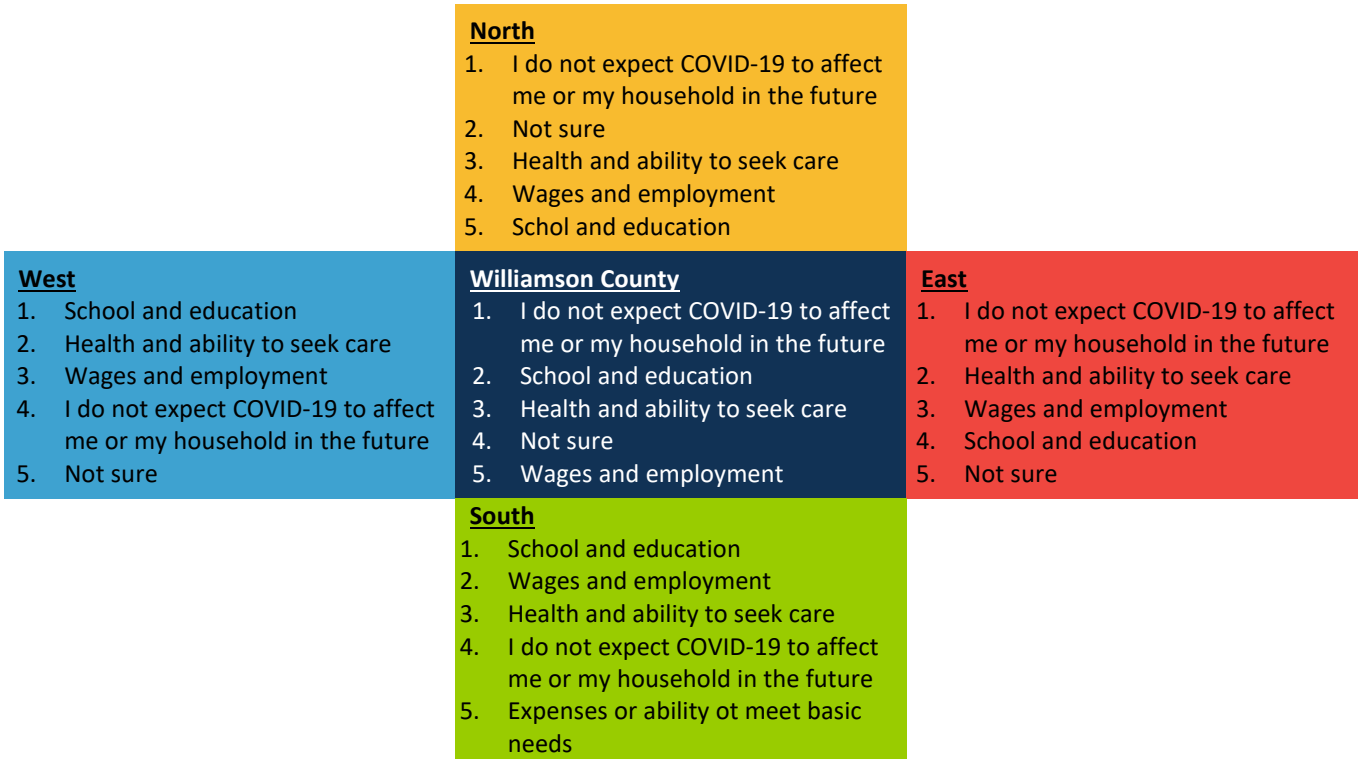
Survey respondents were asked, "How do you expect COVID-19 to affect you or your household in the future?" and 922 individuals responded. The leading answer, indicated by 31% of residents, was that there was no expectation for COVID-19 to affect their households, followed by expected impacts on school and education, as well as health and ability to seek care (Table 36). Resident expectations of COVID-19's effect on households in Williamson County are broken down by region (Figure 94).

Table 36: Resident Expectations of COVID-19's Effect on Households in Williamson County

RANK	EXPECTATION	COUNT	PERCENT
1	I do not expect COVID-19 to affect me or my household in the future	283	30.7%
2	School and education	259	28.1%
3	Health and ability to seek care	234	25.4%
4	Not sure	222	24.1%
5	Wages and employment	214	23.2%

Note: n=922

Figure 94: Resident Expectations of COVID-19's Effect on Households in Williamson County by Region



Financial Emergency Preparedness

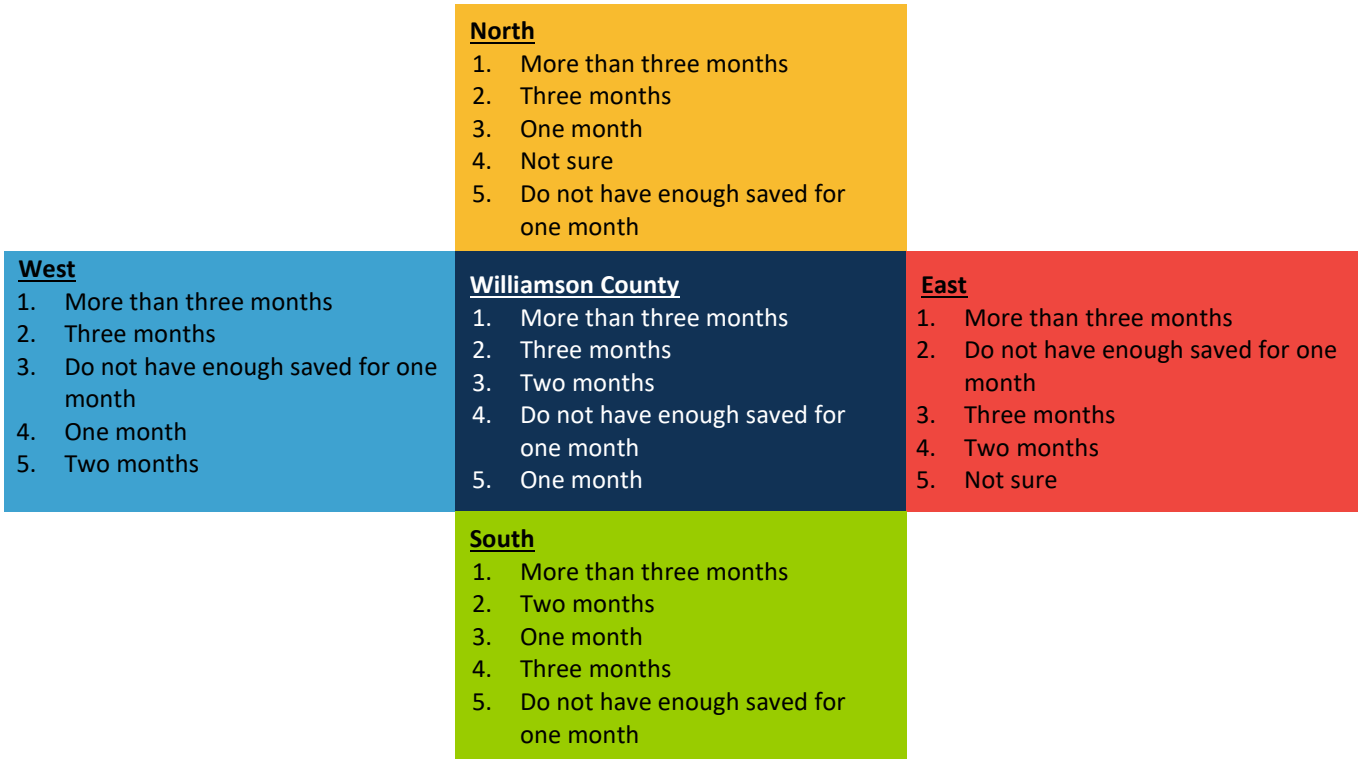
Survey respondents were asked, "In case of an emergency, my household has enough money saved up for how many months of expenses (rent, utilities, groceries, basic supplies)?" and 922 individuals responded. Slightly more than half of respondents reported having more than three months of expenses saved for an emergency (Table 37). Resident's emergency savings in Williamson County are broken down by region (Figure 95).

Table 37: Residents' Emergency Savings in Williamson County

RANK	EMERGENCY SAVINGS FOR:	COUNT	PERCENT
1	More than three months	474	51.4%
2	Three months	108	11.7%
3	Two months	90	9.8%
4	Do not have enough saved for one month	89	9.7%
5	One month	89	9.7%

Note: n=922

Figure 95: Residents' Emergency Savings in Williamson County by Region



Appendix G: "Youth with Cameras" Photovoice Results

The three youth photographers from Catalyst Collective will begin 10th grade at the end of summer. Of the five youth photographers from The Georgetown Project and Boys and Girls Club of Georgetown, one will be in 8th grade, two will be 9th grade, and two will be in 11th grade for the 2021–2022 school year. Gender and race data were not collected.

The descriptions accompanying each picture are paraphrased remarks each photographer shared about their photo submissions. The word clouds for each section were created with the descriptions' text.

Results from the focus groups concluded the following overarching challenges and themes:



Mental Health and Isolation

- Stress and anxiety, stemming from home and school
- Body image and unrealistic beauty expectations
- Social isolation during the COVID-19 pandemic
- Social anxiety
- Insomnia
- Access to mental health resources



Healthy Eating and Exercise

- Unhealthy food options
- Expense of healthy foods
- Understanding food labels and marketing
- Water consumption
- Pollution
- Eating disorder resources
- Weightlifting and walking



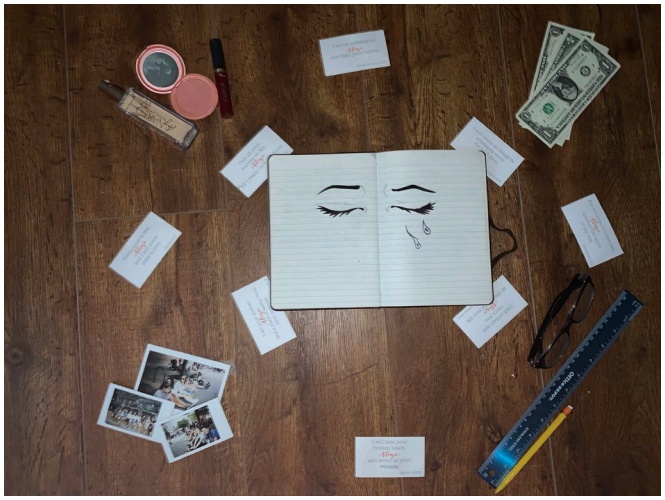
Basic Needs

- Life skills not taught in school
- Financial challenges
- Food and utility expenses
- Exercise
- Social interaction

Two additional themes were introduced during focus groups with the youth photographers.

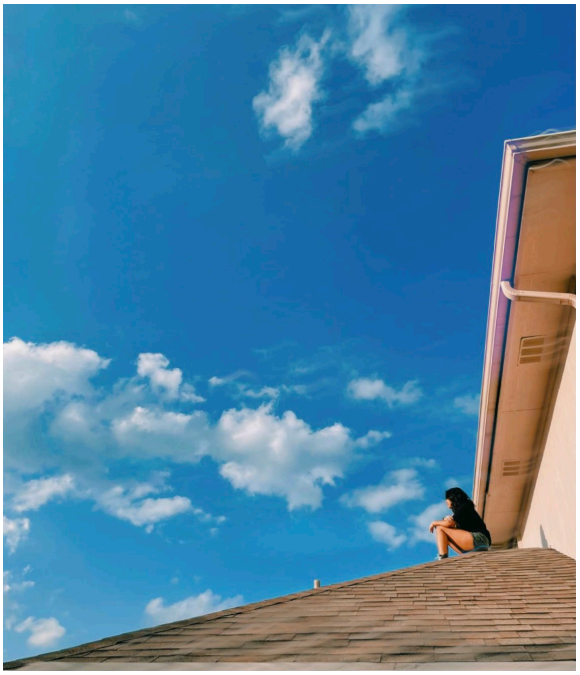
- **Safety and trust**: Youth lacked trust in most people due to stories that have made them feel unsafe. Multiple youth expressed concerns about the dangers of public transportation, from Uber to public buses. Fears of kidnapping were expressed, as well as concerns regarding public transportation sanitation and health safety.
- **Respect:** Youth expressed the need for people to share respect for others, citing COVID-19-related tensions as an example. Youth photographers recognized the importance of acceptance, open minds, and education to have constructive, meaningful, fact-based conversations in respectful manners.

Theme 1: Mental Health and Isolation



Scattered Brain *(Photo by Catalyst Collective youth photographer)*

Journaling is a stress outlet. Objects in this picture surrounding the journal represent topics that cause stress or anxiety. Beauty standards are a source of major stress for girls who feel extensive pressure to "fit into unrealistic standards" just because they're popular. Other primary sources of stress are sports, family, and school. Students are frustrated that teachers must tend to the whole class and not just one student, resulting in students feeling alone and left behind. Students recognize that teachers earn low salaries and do not blame teachers for causing them to feel left behind. Students recognize a need for more time and learning accommodations. Students also feel that school only teaches them some necessary life skills. Bible verses can be a source of solace.



Isolation *(Photo by Catalyst Collective youth photographer)*

One method of self-care and boosting spirits is be outside in the open by oneself, sometimes while listening to music. Many youth have experienced a decline in mental health from 2020 to 2021, because they were isolated and unable to interact with peers. Social media is to blame for this decline in mental health; youth get "trapped in their phones and do not realize the world surrounding them."



Release *(Photo by Catalyst Collective youth photographer)*

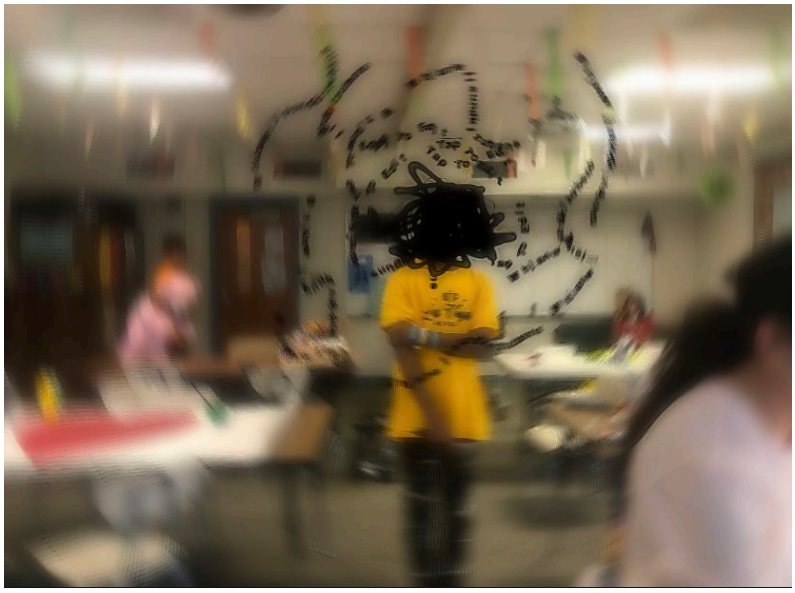
When stressed or feeling sad, laying in the grass, face-down, can boost moods. This photographer put a dead flower in her hair to emphasize the sad mood. The beginning of quarantine was full of sudden, big changes, which was tough at first. Since then, youth have adapted and learned the importance of isolation to "pick up your thoughts and keep moving." Self-regulation techniques to improve moods and mental health that youth learned during quarantine include walks, runs, and movies. Some youth view learning mental health improvement skills and behaviors as a major benefit of quarantine during the COVID-19 pandemic.



Isolation

(Photo by Boys & Girls Club of Georgetown youth photographer)

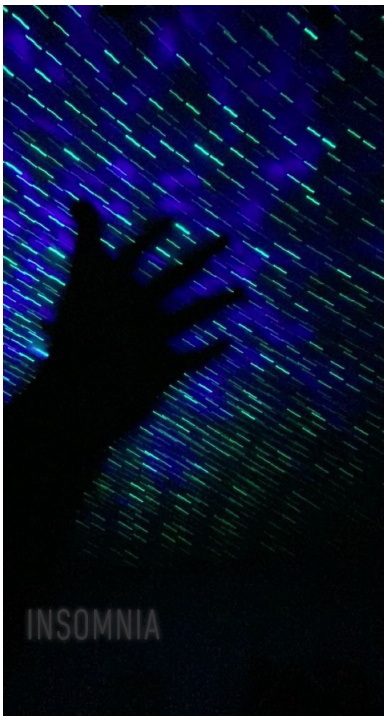
This teddy bear is alone in the room to represent the sadness and challenges that come with isolation when people are blocked from interaction with the world.



Social Anxiety

(Photo by Boys & Girls Club of Georgetown youth photographer)

Social anxiety is a mental illness that is not commonly spoken about, yet frequently experienced. Those with social anxiety feel a constant spotlight on them and sense that people always talk about them everywhere they go, which can cause their minds to go into a swirl. This condition is not easy to deal with, even with help and support. Since COVID-19 quarantine has limited social interaction, people are no longer acclimated to group settings and the associated pressures that may come with such circumstances.



Insomnia

(Photo by Boys & Girls Club of Georgetown youth photographer)

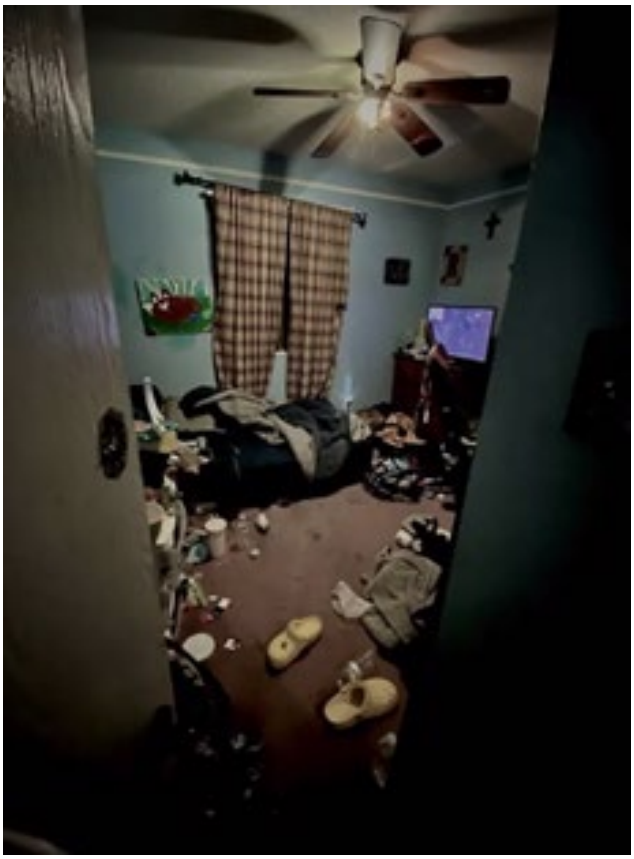
Insomnia is a condition that affects some youth and adults. Difficulty sleeping can be caused by stress, high emotions, or restlessness that youth and adults both experience. The high levels of stress that youth experience is not always recognized by adults. To cope with insomnia and related stresses, youth try to be calm or do an activity or technique to make them feel happy and lift their mood.



A Helping Hand *(Photo by Boys & Girls Club of Georgetown youth photographer)*

In this photo, youth are at a farm doing a teamwork exercise where a mouse is passed from person to person, exhibiting the importance of **trust**. A lot of people do not like mice, but this exercise taught the youth and animal alike the importance of trust for connecting with others to execute a task and grow stronger independently and as a team. This exercise was very eye-opening to youth so that they could learn what building trust feels like and looks like.

When it comes to mental health, a lack of confidence to trust is a key reason people struggle. When someone does not trust people, they inadvertently push away human contact, which "breeds loneliness" and exacerbates existing challenges in one's life.



Behind Every Door, There's a Different Story
(Photo by Boys & Girls Club of Georgetown youth photographer)

One's bedroom is representative of their mental health. This room is clean, but also dirty. Every person has challenges that they deal with – regardless of how they present themselves – and a lot of youth struggle with achieving good mental health. If more help and resources were available and easier to access, more people would attain stable mental health. Mental health is largely dependent upon one's surroundings.

Theme 2: Healthy Eating and Exercise



America's Health Grows on Trees

(Photo by Catalyst Collective youth photographer)

Junk food is widely marketed, available almost everywhere, and is offered at unbeatably low prices, making it a contributing factor to high obesity rates. Healthy foods tend to be much more expensive than unhealthy food. It is difficult to eat healthy when unhealthy foods, such as donuts and cake, are cheaper than healthy food, such as apples. The apples hung in the picture represent the last item this youth photographer saw at the store.

Food labels are confusing and can be quite manipulative, which make it difficult to understand what you are consuming. Some people chose to eat unhealthy food because they believe working out is sufficient to be healthy. It can be super challenging to eat healthy for those who want to, especially for those with limited to no healthy food options, and more options to eat unhealthy food.



Weights

(Photo by Catalyst Collective youth photographer)

This youth photographer says that weightlifting with their school's soccer team really improved their health. The pandemic has changed the way group sports, like soccer, are offered to students. Fortunately, students can still use the weight room at the school gym. Additionally, the green grass can boost moods.



Drink Up *(Photo by Catalyst Collective youth photographer)*

Water is very important for people, and a great prompt for exercise. This youth photographer loves water and believes water is the most important thing that one can have.



Cheetos Trash

(Photo by Boys & Girls Club of Georgetown youth photographer)

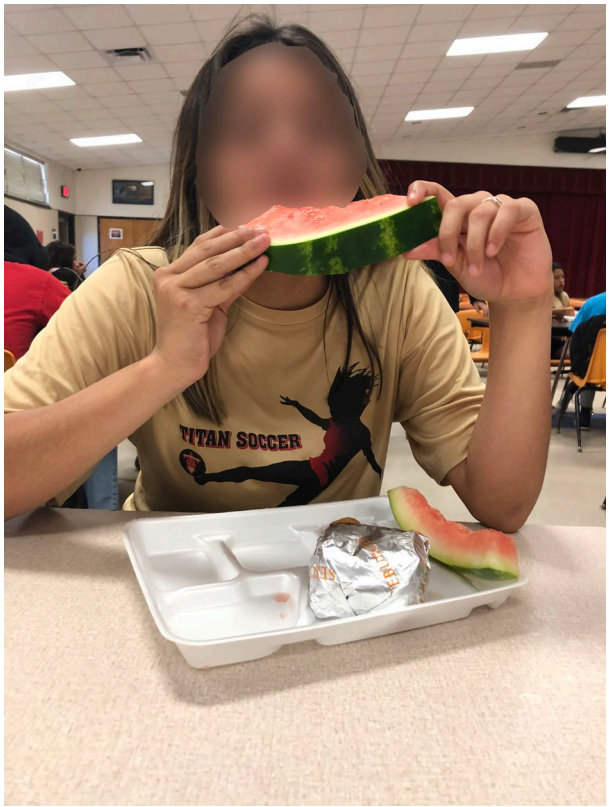
Empty food bags are left lying around frequently. Trash in the community and environment has a negative impact on people, and youth do not usually want to be outside where there is lots of trash, which they often see in their community.



Apple

(Photo by Boys & Girls Club of Georgetown youth photographer)

Apples are an example of healthy food. Mangoes are this student's favorite fruit, followed by apples, but she prefers vegetables over fruit. This student eats fruit a couple of times a week, but it is hard.



Eating Watermelon Like It's Water

(Photo by Boys & Girls Club of Georgetown youth photographer)

This youth photographer thought their friend who chose healthy watermelon over the unhealthy choices available to them was a fantastic example of discipline and self-control to better herself. This friend inspired the photographer to make a healthy choice amidst a breadth of unhealthy food and showed the photographer that you can be social and healthy (since many social events center around food). That said, being healthy is about more than food; it is about feeling nice, exercising and feeling confident.



Just Because There's a Bow Doesn't Mean It's Perfect *(Photo by Boys & Girls Club of Georgetown youth photographer)*

This student had overcome anorexia, which has provided them with an enlightened perspective on youth mental health. For one, the image of healthy is based on pure looks, not internal/biological health, which can quickly foster physical and mental toxicity. It is important for society to recognize that mental health, body image, and eating disorders are challenges for people other than just women. Health and eating habits cannot be evaluated by how one's body appears. The youth photographer's finger on the tape-measure bow tassel portrays their desire to pull the bow away, yet they keep looking at it.

Theme 3: Basic Needs



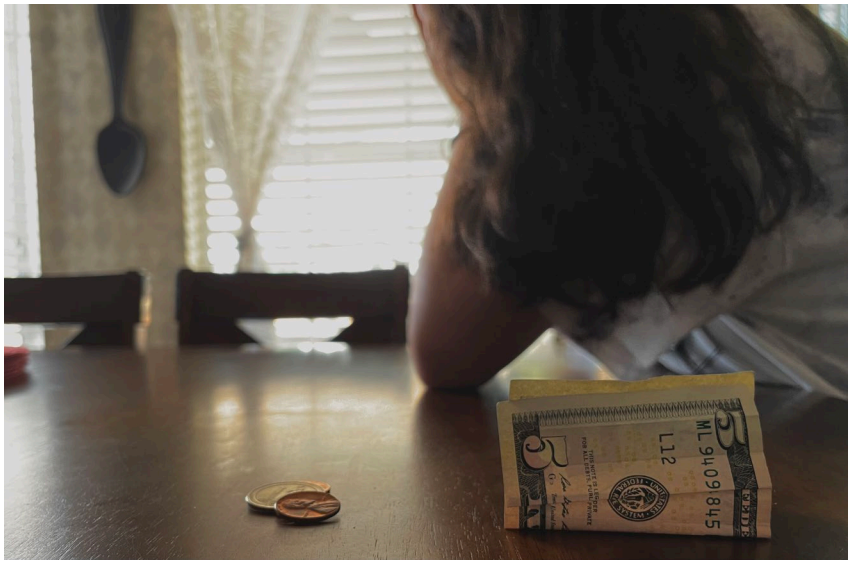
Hidden Education *(Photo by Catalyst Collective youth photographer)*

Young adults feel they face major challenges due to a lack of basic education (need) for real-world topics, like car maintenance, investments, and taxes. Every single student would benefit from semester-long high school classes on these topics; it would be wise to make such courses mandatory.



Equal *(Photo by Catalyst Collective youth photographer)*

Money is a big issue for a lot of people, largely caused by inequality in pay. This picture represents how everyone wants to be treated equally. Money is not often talked about. There are sometimes micro-aggressions about money-related topics.



Struggle *(Photo by Catalyst Collective youth photographer)*

Money is one of the biggest struggles that people have with regards to basic needs. People struggle to keep up with paying the bills. The background of this photo is filled with disappointment, stress, and struggle. The money on the table represents having little, despite large efforts. This youth photographer feels very grateful to have enough money, after seeing homeless people and friends who have sub-optimal lifestyles due to financial limitations.



Equal *(Photo by Boys & Girls Club of Georgetown youth photographer)*

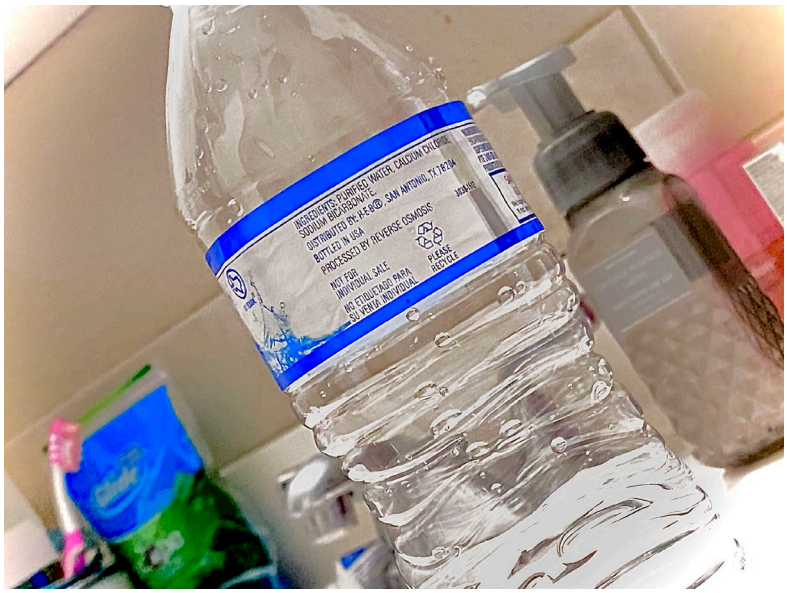
Social interaction is a basic need. Without it, people may experience stress and/or anxiety in social situations since they are not used to it. The pandemic has changed how people interact. In general, people who lack basic needs early in life tend to value such needs more later on and use them more wisely.



It's Not Easy to Get Basic Needs

(Photo by Boys & Girls Club of Georgetown youth photographer)

Food is necessary for survival, as it provides energy and nutrients throughout the day. Not every household has electricity, food, or a fridge full of food. Some people have to eat fast food because they cannot afford fresh food. This youth photographer has seen inoperable fridges a few times and found it quite difficult to process because it puts their privilege to basic needs into perspective. It is not easy to get basic needs.



With Every Drop, There's a Light

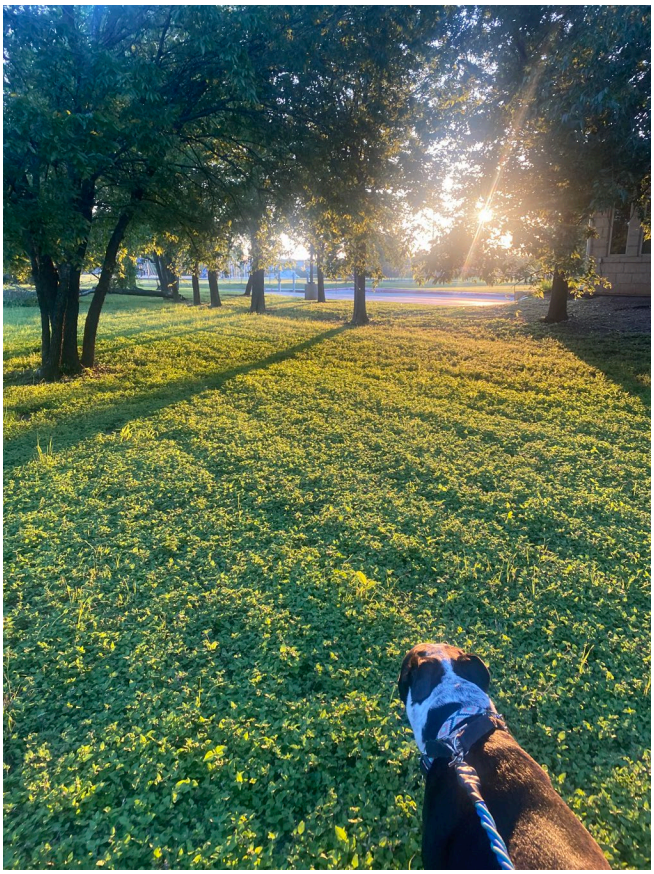
(Photo by Boys & Girls Club of Georgetown youth photographer)

Some people are half-empty spirits; others are half-full. Some people do not have water, enough food, or other basic needs. For some people, basic needs are really hard to attain. Some peers' parents work multiple jobs just to pay the rent – which can cause other issues outside of having a place to live.

Another aspect of this photograph is the negative health impacts and quality of life issues that pollutants, like trash, play in our environment.

Once Something Becomes a Daily Habit, It Becomes a Basic Need *(Photo by Boys & Girls Club of Georgetown youth photographer)*

Basic needs are more extensive than just food, water, and shelter; they also include components to maintain positive mental health, which can look different for everyone. For this student, a daily walk with their dog in fresh air, out in the open, is a necessity for both his physical and mental health.



Successes, Limitations, and Moving Forward

Successes

The youth photographers provided high levels of feedback and grassroots perspectives of their age demographic. The youth varied in home life, education, and geography, providing well-rounded feedback on most areas within Williamson County. Their feedback serves to inform WCCHD and stakeholder efforts throughout the region, aiming to keep Williamson County the 3rd healthiest county in Texas. The study design required minimal financial investment, thereby making it easy to repeat in the future.

Limitations

The sample size of youth photographers only provided 10 perspectives. If data collection using Photovoice were to be repeated, WCCHD would recommend that a greater sample size is selected, with a wider age range (including younger ages) and geographic span.

Moving Forward: The Wish List

After the youth photographers shared their photographs, they were asked to brainstorm ideal solutions to the challenges they discussed. The word cloud on the right highlights common themes presented in the wish list.



The mental health solution wish list was comprised of:

- **Beauty Standards:** Eliminate socially-established beauty standards that teens compare themselves with, on social media and other sources.
- **Free Therapy**: Access to no-cost and stigma-free therapy; help families and schools talk about therapy with a positive connotation.

The healthy eating and exercise solution wish list included:

- **Food Education:** Teach reality of healthy/unhealthy foods and how to discern deceptive food marketing and "fad diets"; advertise more healthy food.
- **Healthy Options**: Offer more healthy food options and provide healthy alternatives when junk food is offered; regular access to healthy food for every meal would make a big difference.
- **It Takes Two:** Teach people from a young age that being healthy entails a nutritious diet *and* exercise; exercise is not justification to eat unhealthily, and vice-versa.
- **Clean, Safe Environment**: Create or maintain safe public spaces for recreation; install more streetlights and other safety measures; and provide more trash cans to avoid litter and pollution.
- **Eating Disorders**: Raise awareness and provide more resources for *all* genders experiencing eating disorders.
- **Removing Ideals:** Not allow media and society to dictate the "ideal" body type, which poorly affects mental health and causes insecurities.
- **Affordable Health:** Make healthy food less expensive and easier to access; do not let unhealthy food be the most viable option.

The basic needs solution wish list had the following suggestions:

- **Redefine Basic Education:** Provide mandatory classes that teach real-life basic skills to high schoolers, including car maintenance, taxes, and investments/finances.
- **Self-Defense**: Teach students how to walk safely by themselves and equip them with basic self-defense skills. Some students requested pepper spray keychains.
- **Easier Access:** Facilitate and advertise easier access to basic need resources; remove barriers (including turnaround time), provide transportation to resources, and reduce stigma about accepting assistance.

Appendix H: Social Determinants of Health and COVID-19 Vaccine Survey

OVERVIEW

Two of the top five health priorities for Williamson County, as a result of the 2019 Community Health Assessment (CHA), were behavioral health, stress, and well-being, and the social determinants of health:

What are the Top Five Health Priorities?

1. Behavioral Health, Stress, and Well-being
2. Chronic Disease Risk Factors
3. Social Determinants of Health (Housing, Transportation, and Workforce Development)
4. Access and Affordability of Healthcare
5. Building a Resilient Williamson County

To gain additional data to have a deeper understanding of how these factors affect the community's health status due to the COVID-19 pandemic, WCCHD published the Social Determinants of Health and COVID-19 Vaccine Survey. The survey aimed to assess the COVID-19 impact on the Williamson County community's ability to access basic needs, as well as mental health status. According to the World Health Organization and Healthy People 2030, the social determinants of health are, "the conditions in which people are born, grow, work, live, and age, and the wider set of forces and systems shaping the conditions of daily life. These circumstances are shaped by the distribution of money, power, and resources at global, national, and local levels, such as the safety and affordability of housing, discrimination, job opportunities or job security, and access to nutritious foods. The social determinants of health are mostly responsible for health inequities – the unfair and avoidable differences in health status seen within and between countries." The survey also aimed to capture this community's perceptions about the COVID-19 vaccine to help WCCHD plan vaccination education and communication campaigns.

METHODS

WCCHD staff designed the survey in conjunction with Austin Public Health (APH). To ensure that the survey was accessible for various literacy levels, WCCHD and APH collaborated to write survey questions at a 6th grade reading level. Once the survey questions (see Appendices B and C) were finalized, WCCHD staff translated the survey into Spanish. Staff imported two versions of the survey—English and Spanish—into SurveyMonkey. Austin Public Health shared the survey on their social media pages, leaving the survey open from October 1st, 2020 – December 1st, 2020. To increase the response rate among Williamson County residents, WCCHD posted the survey on our respective Facebook and Twitter pages, leaving the survey open from January 21st, 2020 – February 12th, 2021 (Appendices D and E).

RESULTS

Through Facebook, the survey post received 5,558 views and 705 clicks. On Twitter, the survey post had 400 impressions and 25 engagements. In total, 370 surveys were collected for Williamson County. Only surveys in which participants indicated they reside in Williamson County were used for analysis. Analysis was performed on the first three questions of the survey and results are presented below in Figures 1-3.

For Question 1 (regarding COVID-19's impact on one's mental health), the top three responses among participants were anxiety (86.2%), stress (84.6%), and depression (50.8%) (Figure 1). In reviewing "Other" responses for Question 1, survey participants stated they had job hours and/or salaries reduced, felt frustrated, and had difficulty focusing and concentrating. The top three responses for Question 2 (regarding COVID-19's impact on a household member's mental health) were anxiety (78.6%), stress (78.4%), and depression (55.9%) (Figure 2). Examples of "Other" responses for Question 2 are weight gain, anger, and excessive alcohol intake. Anxiety, stress, and depression were found to be the most reported at both the individual and household level. Results from Question 3 (regarding one's willingness to get the COVID-19 vaccine) show that 75% of the survey participants in Williamson County would definitely get a COVID-19 vaccine if available (Figure 3). 11% of participants indicated they would probably or possibly get a COVID-19 vaccine if available, while 8% of participants indicated they would probably not or definitely not get a COVID-19 vaccine if available (Figure 3).

Figure 1. Question 1. Check all that apply. Since March 2020, I have experienced:

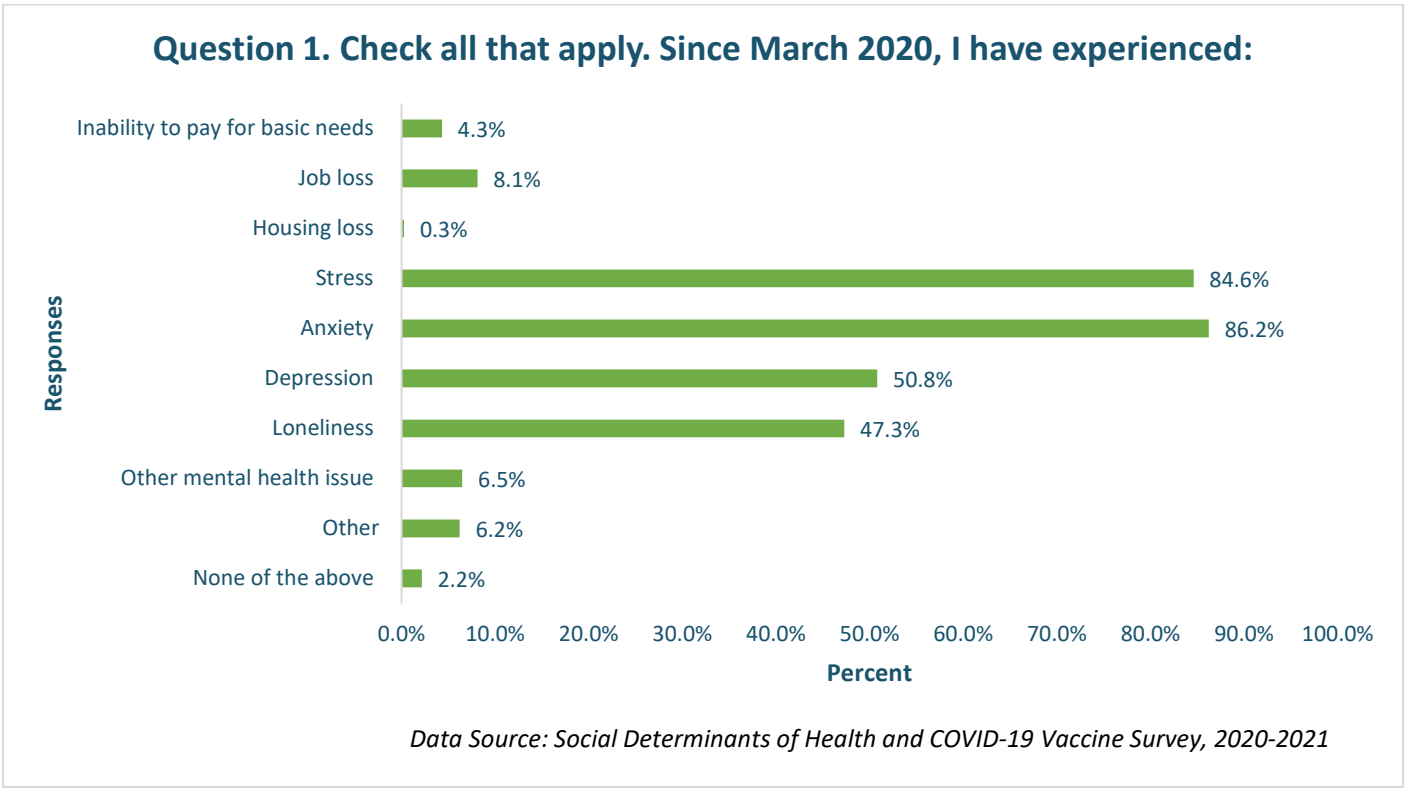


Figure 2. Question 2. Check all that apply. Since March 2020, a member of my household has experienced:

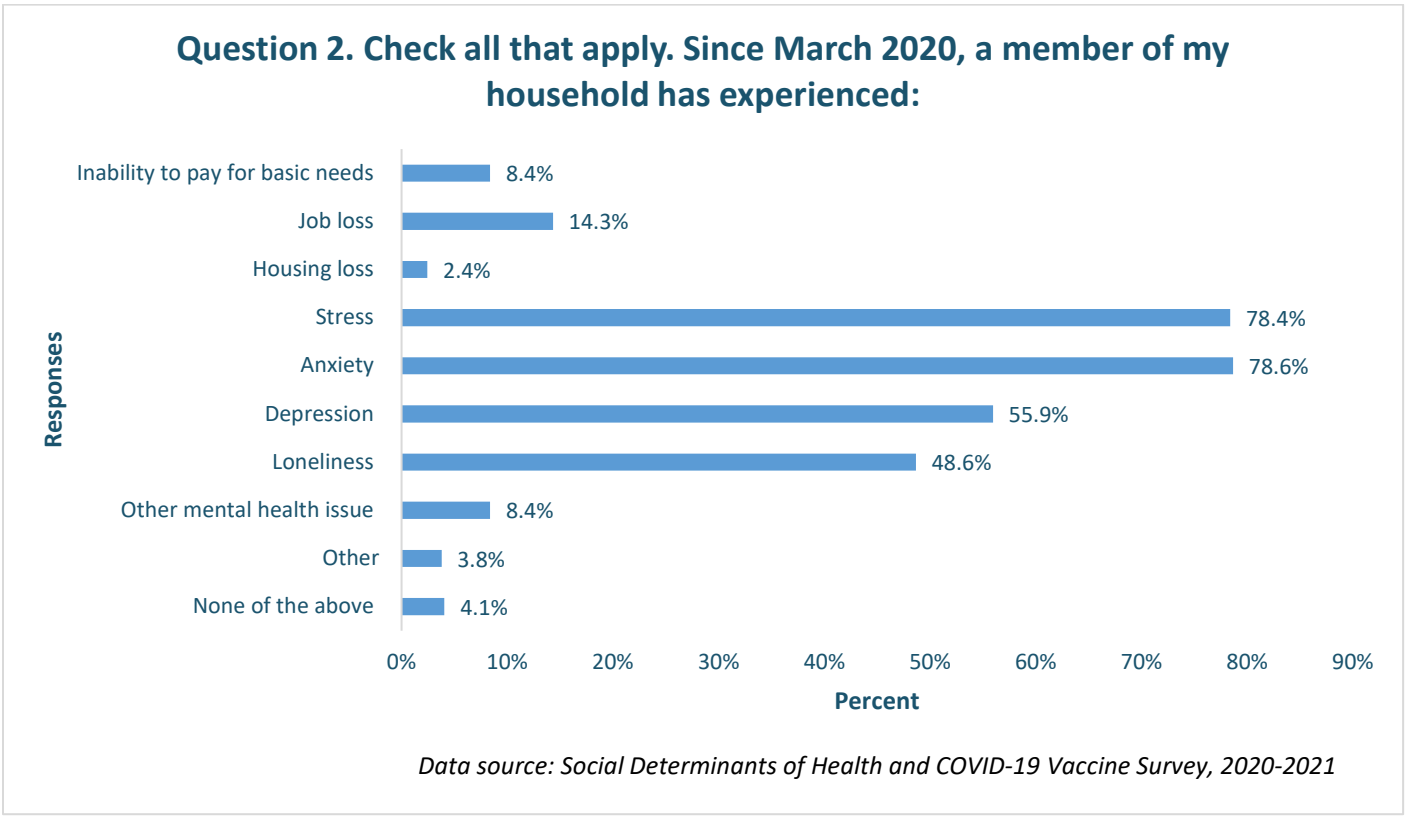
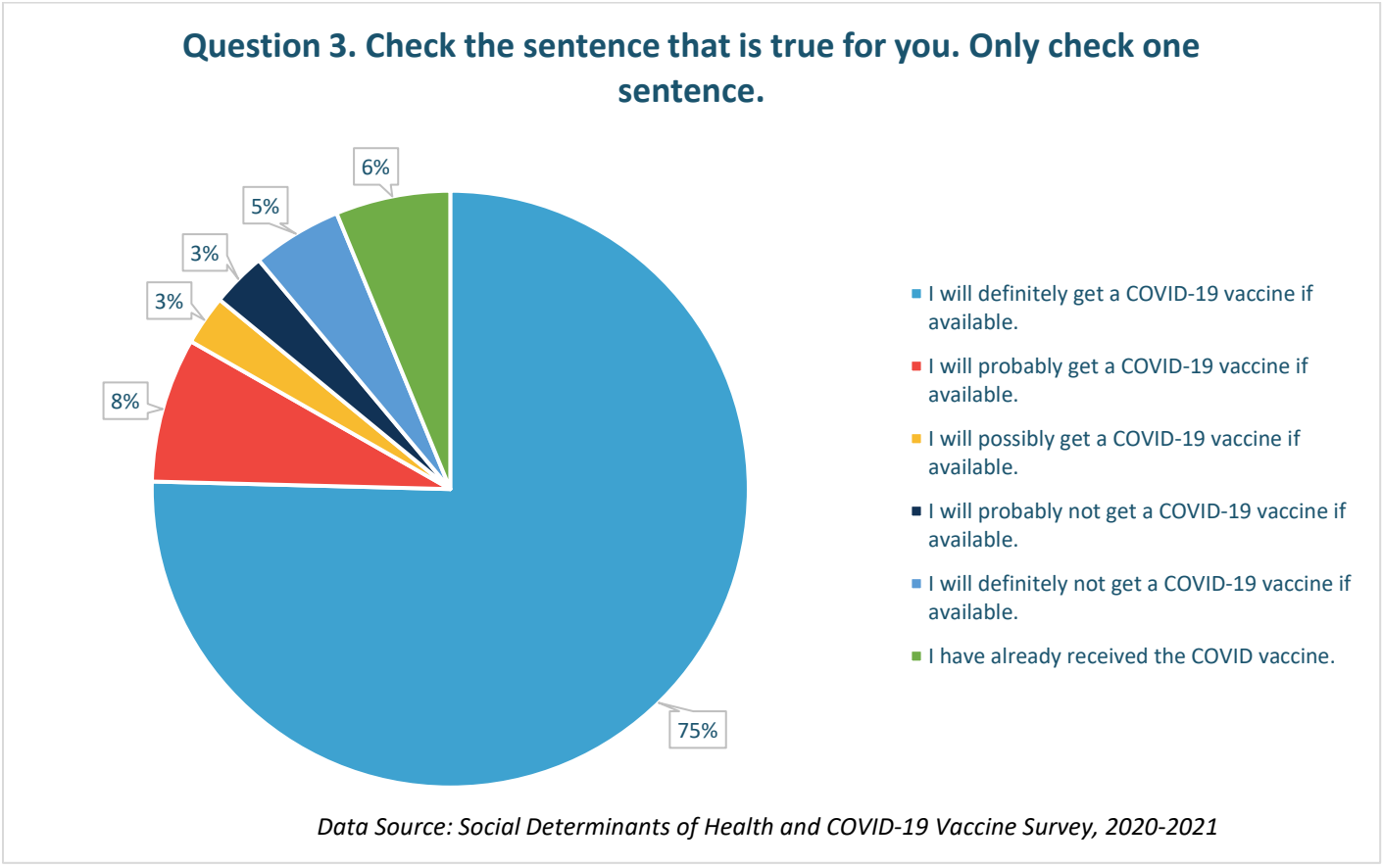


Figure 3. Question 3. Check the sentence that is true for you. Only check one sentence.



Data Source: Social Determinants of Health and COVID-19 Vaccine Survey, 2020-2021

CONCLUSIONS

When comparing the impact of COVID-19 on the community's access to basic needs versus the impact on mental health, participants indicated that COVID-19 had a higher impact on their mental health or the mental health of a member of their household. Vaccine education and misinformation efforts should be targeted towards the 11% of participants who selected that they would probably or possibly get a COVID-19 vaccine if available. Research shows that addressing vaccine confidence and misinformation among the "moveable middle" (i.e., those who are concerned, cautious, or disengaged) is more effective than focusing on those who are doubtful or dismissive.

One limitation of this survey is the use of convenience sampling; this survey was promoted to individuals who follow WCCHD social media accounts and may see public health efforts in a more favorable light compared to the general public. The survey was only accessible electronically and no paper surveys were administered, which excludes participants with technological barriers and/or no internet access. Another limitation of the survey is the small sample size (n=370). The sample size of 370 only accounts for 0.06% of the county's population (population size=613,104) and falls between 90-95% confidence. To achieve 95% confidence with a 5% margin of error, the ideal sample size would have been 384 surveys. For 90% confidence and a 10% margin of error, the sample size needed to be 271. Overall, the results from this survey highlight the need for mental health support and educational interventions that target vaccine confidence and misinformation among those considering getting a COVID-19 vaccine.

APPENDICES

Appendix A: Works Cited

1. Social Determinants of Health [Internet]. World Health Organization [cited 2021]. Available from: https://www.who.int/gender-equity-rights/understanding/sdh-definition/en/

2. Social Determinants of Health [Internet]. Healthy People 2030 [cited 2021]. Available from: https://health.gov/healthypeople/objectives-and-data/social-determinants-health

Appendix B: Social Determinants of Health and COVID-19 Vaccine Survey-English Version

Please help us better understand the impact of COVID-19 on your ability to access basic needs and mental health, and your perceptions about the COVID-19 vaccine. Your opinion is important to us! Participation in this survey is completely voluntary. Individual responses will be kept confidential. Thank you!

1.) Check all that apply. Since March of 2020, I have experienced:

- Inability to pay for basic needs
- Job loss
- Housing loss
- Stress
- Anxiety
- Depression
- Loneliness
- Other mental health issue
- Other: _____
- None of the above

2.) Check all that apply. Since March of 2020, a member of my household has experienced:

- Inability to pay for basic needs
- Job loss
- Housing loss
- Stress
- Anxiety
- Depression
- Loneliness
- Other mental health issue
- Other: _____
- None of the above

3.) Check the sentence that is true for you. Check only one sentence.

- I will definitely get a COVID-19 vaccine if available.
- I will probably get a COVID-19 vaccine if available.
- I will possibly get a COVID-19 vaccine if available.
- I will probably not get a COVID-19 vaccine if available.
- I will definitely not get a COVID-19 vaccine if available.
- I have already received the COVID vaccine.

4.) Which County do you currently reside in?

- Williamson
- Travis
- Bastrop
- Other: _____

5.) Would you like Williamson County and Cities Health District to contact you to help you or a member of your household?
Yes/No

6.) If you answered yes to the previous question, please provide some contact information.
First and Last Name: _____
Email Address: _____
Phone Number: _____

COMMUNITY INPUT SUMMARY REPORT:

Williamson County
2021-22 Community Health Needs Assessment

TEXAS HEALTH INSTITUTE

ABOUT TEXAS HEALTH INSTITUTE

Texas Health Institute is a nonprofit, nonpartisan public health institute with the mission of advancing the health of all. Since 1964, we have served as a trusted, leading voice on public health and health care issues in Texas and the nation. Our expertise, strategies, and nimble approach makes us an integral and essential partner in driving systems change. We work across and within sectors to lead collaborative efforts and facilitate connections to foster systems that provide the opportunity for everyone to lead a healthy life. For more information, visit texashealthinstitute.org and follow us on Twitter, Facebook, and LinkedIn.

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TABLE OF CONTENTS

Background and Methods 1
Methods 1
Health Equity 2
Themes 3
Access to Health Care 4
Social and Structural Determinants of Health 7
Priority Health Needs 10
Children's Health 12
Impact of COVID-19 14
Community Assets and Strengths 14
Proposed Solutions and Actions for Hospitals 16
Improve Health Care Access 16
Increase Culturally Competent Health Care 17
Reduce Silos and Increase Collaboration 17
Limitations 18
Conclusion 19
Tables 20
Appendix A: Key Informant Interview Guide 23
Appendix B: Focus Group Guide 26

THI	**Texas Health Institute**
SDF	**St. David's Foundation**
WCCHD	**Williamson County and Cities Health District**
AAPI	**Asian American Pacific Islander**
CHNA	**Community Health Needs Assessment**
CBO	**Community-Based Organization**
ACE	**Adverse Childhood Experience**

BACKGROUND AND METHODS

As part of a collaboration of local hospital systems, St. David's Foundation (SDF) contracted with Texas Health Institute (THI) to conduct the qualitative research for the 2021-22 Community Health Needs Assessments (CHNAs) in Bastrop, Caldwell, Hays, and Williamson counties. The qualitative research and report are designed to meet the community input requirements of a CHNA for 501(c)(3) hospitals under the Affordable Care Act. As part of the CHNAs, THI staff used key informant interviews and focus groups to explore critical health issues in the four counties and how these issues are affected by COVID-19, structural factors, underlying causes, and community assets.

In addition to SDF, Ascension Seton, Baylor Scott & White, Georgetown Health Foundation, and Williamson County and Cities Health District (WCCHD) were key collaborators in the Williamson County CHNA process. Each of the collaborating organizations will also be using this summary report to support the development of their respective CHNAs.

METHODS

Between August and October 2021, THI virtually conducted nine key informant interviews and two community focus groups with Williamson County residents. A THI staff member served as the facilitator for all virtual interviews and focus groups. Audio recordings of the sessions were automatically transcribed using Otter.ai, and staff verified and cleaned transcripts for accuracy. Transcripts were coded and analyzed using Atlas.ti qualitative software.

Key Informant Interviews

SDF and other collaborating organizations helped identify potential key informants based on their leadership roles and experience working with medically underserved, low-income, and minority populations served by the hospital system. THI contacted and recruited key informants via email with an explanation of the project. The key informants for this project (Table 1) included representatives from health care organizations, youth support organizations, and community-based organizations (CBOs).

The key informant interview guide for organizational leaders covered critical health issues in the county, the impact of COVID-19 on these issues, structural factors that contribute to the critical health issues, community assets, strengths of the community, and possible solutions to address these health issues (Appendix A). Each key informant interview lasted one hour.

Focus Groups

For the focus groups, THI identified people from low-income, medically underserved, and minority populations in Williamson County by working with Sacred Heart Community Clinic and identified school counselors that served these populations by working with WCCHD. Sacred Heart Community Clinic initially notified community members about the community focus groups and the overall purpose of the CHNA. Prior to working with Sacred Heart Community Clinic, THI unsuccessfully reached out to a number of other agencies and organizations in the county regarding recruitment for the community focus groups (Limitations).

After community members or school counselors expressed an interest in participating, THI coordinated with the participants to arrange meeting details. Each focus group participant—other than school counselors who serve these communities—self-identified as fitting one or more descriptions: medically underserved, low income, minority, or living with chronic disease needs (Table 2). Upon the conclusion of each focus group, THI compensated participants with a $25 electronic gift card to a store of their choice.

The focus group guide covered participants' health concerns, underlying root causes of health issues that they see in their communities, community assets, proposed solutions, and specific strategies for addressing critical health needs (Appendix B). Community focus groups lasted approximately 75-90 minutes each.

HEALTH EQUITY

THI applied a health equity lens to the focus groups and key informant interviews. This was done by incorporating specific questions into the interview guides, including the following:

Key informant interview guide:

- Who do the top most critical health issues affect the most? (e.g., age groups, racial and ethnic groups, socioeconomic groups, geographic subsets, etc.)
- What factors contribute to the critical health issues?
- How does the critical health issue identified specifically impact low-income, underserved, or uninsured populations?
- What are some of the community's greatest strengths and assets? How could these be leveraged to address the health issues identified?
- What are your suggestions for ways to engage and build trust with community members, particularly low-income, underserved populations, ethnic and racial minorities, and limited English proficient residents to address the critical health issues of the county?

Focus group guide:

- What makes it easy or difficult to be healthy in your community and what factors, such as racism or discrimination, impact your ability to be healthy?
- Are there health services that you need but do not receive currently?
- What are some resources in the community that seem to be working to address health-related issues?

Additionally, THI used the following reflective questions to frame the analysis of the transcripts in order to draw out considerations of health equity:

- Who is disproportionately affected and impacted by critical health issues and by potential solutions?
- Who is included and excluded?
- What are the root causes and causal factors contributing to the community health needs?
- Are there assumptions taking place? If so, what are they?
- Who is potentially benefiting and who is being harmed?
- What are the interviews and focus groups telling us about what data might be missing? About who is and is not at the decision-making table?
- What changes are needed and what could be done differently?

THEMES

Among the focus groups and key informant interviews, four primary thematic categories emerged. The order presented below does not indicate priority or frequency of needs.

- Access to health care
- Structural and social determinants of health
- Priority health needs
- Children's health

Interview and focus group participants identified barriers within the health care system that inhibit their ability to receive accessible, affordable, and culturally appropriate care that includes specialty services. The participants also identified various social and structural barriers community members face that influence their wellness. Priority health needs emerged as participants described the most commonly occurring chronic illnesses present in Williamson County. Finally, participants frequently described the conditions that have a tremendous effect on children's health.

ACCESS TO HEALTH CARE

Key informants and focus group participants identified several factors that prevent access to health care in Williamson County including provider shortages for residents who are either publicly insured or uninsured, lack of culturally and linguistically appropriate care, and lack of medical system navigation support.

Access to Primary and Specialty Care for Publicly Insured or Uninsured

Community members frequently indicated an insufficient amount of primary and specialty care providers creates a barrier to accessing health care, particularly as it relates to providers that accept public insurance. One focus group participant said that, despite having four Federally Qualified Health Centers in Taylor, Round Rock, Cedar Park, and Georgetown, appointments are limited to certain days of the week, especially during the pandemic. Some Taylor residents travel to Round Rock and Georgetown to receive primary care services or x-rays.

Medicaid beneficiaries lack a sufficient number of primary care or specialty providers that accept their insurance, and people enrolled in WilCo Care (WCCHD's indigent care program) struggle to find physicians, particularly specialists. As a result, residents tend to over-utilize emergency rooms. One key informant stated that one of her recent clients enrolled in WilCo Care was referred to surgery after an emergency room visit but could not have the procedure due to the unavailability of specialty surgeons that accept the public insurance program. In addition, focus group participants recalled the difficulties in locating local mental health providers such as psychiatrists or psychologists who accept insurance to provide mental health care.

> *"When they're enrolled in the county program, we don't have a lot of providers that accept the WilCo Care card. Similar to Medicaid, we don't have a lot of providers."*
>
> – Key Informant

Sub-themes:

- The wait times for appointments with providers at Lone Star Circle of Care who accept Medicaid or uninsured people are long (sometimes multiple months long).
- There are not enough options for health care in general, so many community members will use the emergency room for non-emergent health care.
- The types of specialty care or care for complex conditions that participants described needing included surgery, psychiatric services, affordable prescription dispensaries, optical care, podiatrists that can treat foot-related conditions for people with diabetes, and dental care.
- Many community members travel to Round Rock or Austin to receive specialty care and for primary care at free or low-cost clinics.

> *"If you are impoverished and only have Medicaid or no insurance, we have one Lone Star Circle of Care. That's it for the entire county."*
>
> – Focus Group Participant

Insurance

Participants frequently shared challenges that residents have due to not having health insurance and not qualifying for the Medical Access Program. One focus group participant emphasized the large gap in health care services when residents cannot afford to pay privately. For example, without insurance, residents cannot receive access to preventive care or specialty services such as endoscopies or colonoscopies.

> *"Worrying about insurance, worrying about co-pays … obviously, the transportation. I think all of the above would stop me from going unless I had to."*
>
> – Focus Group Participant

Culturally and Linguistically Appropriate Care

Participants shared that health care services often feel inaccessible because they are not culturally or linguistically appropriate. Key informants and focus group participants shared barriers regarding language, noting an insufficient number of Spanish-speaking or Korean-speaking providers. For example, Hispanic/Latinx and Asian American Pacific Islander (AAPI) populations in Williamson County often encounter language barriers due to the lack of interpreters and translated material.

In addition, children and grandchildren often feel pressured to provide interpretation and assist senior populations with complex paperwork, because health care language, including language used on pamphlets or educational materials, is confusing and difficult to understand or apply. Furthermore, participants described how the inability to adapt to the predominant culture or navigate the health care system as an immigrant is a source of ongoing stress. Participants noted that many also forego both health care services and other services due to the fear of deportation based on immigration laws.

> *"There's a huge Hispanic population that's underrepresented, and they don't have the means to get the information translated into Spanish to help them better understand how they can get services that are available to them."*
>
> – Key Informant

Sub-themes:

- Immigrant communities are distrusting of health care providers, fearing deportation or risks for their citizenship process.
- Many community members are not proficient in speaking or reading English but most health care information and services are only in English.
- Available interpretation services are limited and cannot assist non-English speaking patients with completing paperwork.
- Providers do not usually understand the needs or cultural priorities of Hispanic/Latinx communities and therefore the treatment is not accommodating or appropriate.

> *"A lot of times we do get calls of people who need food stamps, but because of the status of their immigration paperwork, they're afraid that if they apply for these benefits, then then they're not going to be able to become US citizens."*
>
> – Key Informant

Support for Navigating the Health Care System

> *"Picking up the phone, knowing who to call, being intimidated or not even knowing where to start. You just don't even try."*
>
> – Focus Group Participant

Community participants frequently mentioned the lack of awareness and support for navigating through the health care system as a barrier to accessing care. Many underrepresented populations with cultural and language barriers, such as Hispanic/Latinx and AAPI low-income residents, do not know about health facilities that provide services at a minimal cost. This lack of awareness of available resources also makes it difficult for patients, family members, and caregivers to advocate for their needs. In addition, strict HIPAA-related requirements on who can actually contact providers on behalf of the patient increases barriers to access, especially among non-English speaking patients.

While health navigators at the Williamson County City Health District can provide assistance, office closures prevented them from helping clients with documentation support during the COVID-19 pandemic, and many clients were unenrolled from support programs as a result.

> *"It's hard for the average person to navigate those systems, and then you're asking people that are disadvantaged to navigate systems."*
>
> – Key Informant

SOCIAL AND STRUCTURAL DETERMINANTS OF HEALTH

Multiple compounding social and structural determinants of health cause poor health outcomes for Williamson County residents. Key informants and focus group participants acknowledged several factors including low socioeconomic status, housing and homelessness, lack of transportation, limited broadband or internet access, and community silos.

Low Socioeconomic Status

Low-income communities within Williamson County face the most barriers to accessing various services. Participants noted that Hispanic/Latinx residents tend to have higher rates of poverty, and wages for those with less than a high school education or GED are much lower and do not support the cost of living in the county. Furthermore, due to strict income eligibility criteria, even low-income families still may not qualify for WilCo Care. Having low or no income inhibits families' ability to afford healthy food options, medications, or transportation and fuel. The quality of health care and therapeutic services also declines when residents are not able to provide private-pay.

> *"Not having money really affects your mental health. You are trying to figure out, how I am going to pay this water bill, this gas bill, this light bill. I got electric due. I got car insurance. It's all rolling through your head, and there is no sleep, because you're trying to figure out how you're going to do it…I'm in a survival mode, and I need finances to just keep my head above water."*
>
> – Focus Group Participant

Sub-themes:

- Residents who are uninsured or underinsured often avoid preventative care due to high co-pays or high overall costs.
- Dental care is expensive, and many community members have significant dental needs but do not have dental insurance.
- Mental health services are expensive, counselors often do not accept insurance, and many community members cannot afford counseling.

Housing and Homelessness

Recent economic development and population growth has caused housing prices to skyrocket in Williamson County over the last few years. Key informants and focus group participants revealed that the lack of affordable housing available within the county is probably one of the most complicated issues for the community. Despite the existence of local housing authorities

and Section 8 housing vouchers, people in need of low-income housing often experience long waiting lists. In addition, participants shared that emergency and transitional housing is unavailable in Williamson County. Furthermore, there is a growing population of people experiencing homelessness with untreated mental health issues.

> *"We don't even have emergency and transitional housing in Williamson County. When someone calls us and needs emergency shelter, we have to send them to Travis County or Bell County."*
>
> – Key Informant

Sub-themes:

- Population growth due to the influx of Austin residents is making property values, cost of housing, and general cost of living rise, pushing out long-time Williamson County residents.
- Due to increased housing costs, multiple generations often live together in one home.
- Residents seeking housing vouchers experience 2-3 year waitlists.
- The Cedar Park area near the 183 corridor has a large population of people who are homeless.

Transportation

Participants frequently mentioned transportation as one of the leading structural barriers to health in Williamson County. Residents often have to travel many miles to get to the doctor, pharmacy, the grocery stores, or farmers markets. Even with personal vehicles, the lack of money to pay for gas prevents some residents from accessing services in Round Rock, Georgetown, or eastern Williamson County. Furthermore, participants also described how the lack of transportation inhibits access to good employment opportunities or higher education and training, which ultimately affects overall health outcomes.

> *"I couldn't find someone that was willing to serve [my son's] needs [in Taylor] without traveling literally an hour and a half … for a 15-minute appointment. I also had to take a whole day off work to do that, and it came with a specialty co-pay…. I know my family needs this support. I know they need this care, but I can't get there."*
>
> – Focus Group Participant

Sub-themes:

- The lack of public transportation services inhibits residents' ability to get to grocery stores, jobs, and health care appointments.

- For residents in more rural areas, doctors' offices can be 15-20 miles away in Round Rock and Georgetown, limiting much of the county's access to services due to the lack of transportation options to get there.
- There are many neighborhoods in Williamson County that are geographically isolated, especially within Hispanic/Latinx and senior communities.

> *"People forget that to go from one end of Williamson to the other is probably over an hour, and that's just not feasible."*
>
> – Focus Group Participant

Broadband or Internet Access

Participants described barriers associated with lack of access to broadband or internet, particularly for families in more rural areas of Williamson County. One key informant discussed frequent technical difficulties when attending virtual doctor's appointments including poor video quality, poor Wi-Fi, and poor phone reception. Participants noted how senior populations, AAPI populations, Hispanic/Latinx populations, and low-income families are often more disadvantaged when it comes to internet access. In addition, when organizations transitioned to remote services amid the pandemic, it became even more difficult for residents to access services due to the closure of public libraries—previously a primary point of access for many lower-income community members. Some people, including seniors, may also be less comfortable using technology or may not be computer literate.

> *"You don't have access to a computer. How can you do a virtual doctor's appointment?"*
>
> – Key Informant

Sub-themes:

- Williamson County residents who lack access to a computer are unable to participate in virtual doctor's appointments.
- Senior populations in Williamson County may lack computer literacy.
- Remote areas of Williamson County often have poor internet and Wi-Fi connectivity.

Ethnic and Racial Segregation

> *"They don't want to come be around certain people: African Americans, and I'm just going to really be honest."*
>
> – Key Informant

A number of key informants and focus group participants noted that Williamson County is ethnically and racially segregated. Participants noted specific residential areas have large populations of Hispanic/Latinx residents, and in general, people of color do not have equal access to community resources or culturally sensitive education about health. One participant pointed to the investment of resources in one area and not another: While public parks in affluent neighborhoods received adequate renovations, public parks within neighborhoods with higher populations of color did not receive equal renovations. Sometimes these neighborhoods are only a few miles apart, divided by a bridge.

> *"Instead of y'all just updating certain parks, you should be updating all the parks in the city."*
>
> -Key Informant

PRIORITY HEALTH NEEDS

Key informants and focus group participants acknowledged several top health priorities to address within Williamson County including treatment for chronic health conditions, behavioral health needs—assistance with mental health and substance use—and dental care.

Chronic Disease

Hypertension, diabetes, obesity, and cancer were the most common health conditions mentioned among key informants and focus group participants, noting that diabetes and hypertension are common in Hispanic/Latinx and African American communities. Participants identified several factors that contribute to diabetes and obesity: (a) lack of access to healthy food options and exercise facilities due to transportation barriers, (b) inability to afford healthy food options or medications due to low socioeconomic status, (c) unhealthy nutrition habits, (d) lack of nutrition education, (e) foregoing doctor visits due to lack of insurance, (f) cultural values related to food in Hispanic/Latinx and Black/African American communities, and (g) lack of physical activity.

In addition, participants mentioned the common occurrence of cancer among AAPI residents, including ovarian cancer, lung cancer, and liver cancer.

Sub-themes:

- Hispanic/Latinx and Black/African American populations have higher rates of diabetes, obesity, and hypertension possibly due to the lack of physical activity and poor nutrition.
- The high cost of healthy food is a barrier for many community members, as quantity is prioritized over quality when resources are tight.
- Medications to treat chronic diseases such as diabetes are very expensive.

Mental Health and Substance Use

Community members identified the increasing need for and lack of affordable and available mental health services within Williamson County. Common mental illnesses discussed included stress, anxiety, and depression. Participants noted that low-income families, Medicaid recipients, or families seeking services on a sliding fee scale often struggle the most with navigating resources to address mental health concerns, because very few psychiatrists and psychologists accept insurance. One community member mentioned community crime has also increased due to stress as "people are crying and screaming for help and don't know how to go about getting it." Participants also indicated the need to address negative stigma associated with mental illness through community education and advocacy.

Increased substance use and alcoholism was highlighted as a concern in the community as well. In addition to the lack of treatment providers available, community participants mentioned that it is very difficult to find recovery support services such as Alcoholics Anonymous, Narcotics Anonymous, or other support groups.

> *"There are hoops that people have to jump through.… I think it makes a lot of people, especially if they're having mental health and comprehension issues … it can be a little bit more difficult for them to the point where they just give up, especially if they're not moving."*
>
> – Key Informant

Sub-themes:

- The prevalence of mental illnesses seems to have increased largely due to the effects of the COVID-19 pandemic.
- Mental health is associated with a negative stigma that often discourages individuals and families from seeking treatment and support.
- Younger community members, including children and teens, are experiencing depression and anxiety at very high rates.
- Homeless populations often struggle the most with mental health and substance use disorders.

Dental Care

Participants also mentioned the need for and lack of access to affordable dental care in Williamson County. When seeking care, low-income, uninsured, and underinsured residents frequently travel from rural areas to find affordable dental care in Round Rock, Austin, or other urban areas. Participants also mentioned lack of awareness about where to seek low- or no-cost dental care within the county, the lack of availability of more complex dental services at low-cost clinics, and limitations of services per patient (e.g., services limited to one tooth per visit).

> *"Even the free places … a lot of times, they will still only work on one tooth, or they won't offer certain things like root canals."*
>
> – Focus Group Participant

CHILDREN'S HEALTH

Childhood experiences have a tremendous influence on development and growth. Key informants and focus group participants acknowledged several key issues affecting Williamson County children and youth including child abuse, intellectual disabilities, and mental health.

Abuse

Participants mentioned the high prevalence of child abuse, including physical abuse and sexual abuse within Williamson County. They described how sexual abuse affected all children regardless of race, ethnicity, or socioeconomic status of the family, physical abuse tended to affect low-income families more, and noted that physical abuse usually peaks during the summer months and has significantly increased amid the pandemic due to higher unemployment rates. Due to limited free counseling in Williamson County, child abuse victims are often placed on long waiting lists for mental health providers. Additionally, participants mentioned the need for more training and awareness about adverse childhood experiences (ACEs) for all health care providers. Although Williamson County Juvenile Services provides advocacy for child abuse, intervention services, and ACEs education, limited grant funding only allocates those opportunities to residents in specific areas, such as Eastern Williamson County.

> *"These kids have been through significant abuse. They're always on a waitlist, which is not how you want to treat kids that have been sexually abused, physically abused, gone through, you know, the most horrible, horrific things. But it's what happens when you are limited on your free counseling services."*
>
> – Key Informant

Sub-themes:

- Child abuse cases have increased amid the pandemic due to higher rates of stress, unemployment, and isolation.
- Victims of child abuse are often placed on long waiting lists due to limited treatment providers available.

Intellectual Disabilities

Participants also mentioned the need to increase special programs for youth with physical and intellectual disabilities such as cerebral palsy, deafness, blindness, autism, Down's syndrome, and dyslexia. Participants noted that there are few to no public programs available that facilitate talk therapy with autistic youth in Williamson County. They also mentioned that Rock Springs Behavioral Health Care in Georgetown frequently does not accept youth with intellectual disabilities for treatment. As a result, most families in Williamson County need to travel to Austin to access services. In addition, participants mentioned that local respite services or music therapy are not available in Williamson County to decrease burn out among families.

> *"I know a lot of our parents, especially with medically fragile children end up spending a lot more time in Austin."*
>
> – Focus Group Participant

Mental Health

Participants highlighted the need to make both mental health services and education available, accessible, and destigmatized for youth. Not only is there a lack of resources for child and youth mental health services, but parents also lack the knowledge and awareness of their child's mental illness. Common youth mental illnesses mentioned among participants included suicidal ideation, attention deficit hyperactivity disorder, anxiety, depression, and bipolar disorder.

Additionally, amid the pandemic, participants noted an increase in severe mental health concerns among younger children, along with the difficulty of accessing mental health facilities and assistance for children under the age of thirteen. Although key informants expressed the benefits of integrating social emotional learning into the academic curriculum, they also underlined the school districts' opposition and resistance to providing platforms to discuss youth suicide prevention and social emotional learning.

> *"A lot of hospitals forget that if a parent has a child in a [mental health] crisis, that parent is in crisis too. They forget that they need to help the family navigate and advocate…It is not a rush-through system. Help them learn how to help their family member or their child."*
>
> – Focus Group Participant

IMPACT OF COVID-19

The COVID-19 pandemic has had a multi-faceted impact on Williamson County residents. Issues such as stress, anxiety, depression, and fear associated with social isolation and the spread of COVID-19 have significantly affected the lives of all community members, irrespective of gender, age, socioeconomic status, or race. Key informants and focus group participants noted the disproportionate effects of COVID-19 on minority populations in Williamson County, including residents with lower educational attainment. For example, participants described how layoffs from restaurants and retail at the beginning of the pandemic significantly and disproportionately affected low-income residents, most of whom had a high school diploma or less and limited employment options.

Because of increasing unemployment, many residents struggled to pay rent or housing fees and had to move in with family members. Participants also described how Hispanic/Latinx and Black/African American populations experienced higher rates of COVID-19 diagnoses and death. Food insecurity worsened, and many school-aged children lacked breakfast, lunch, and snacks due to school closures.

At the same time, some participants noted how the pandemic has had a bit of a "silver lining" for some for some school-aged children. For example, in some cases, the pandemic has allowed parents and the school community to see a struggling child up-close, leading to students receiving the help they have needed for a long time. In addition, participants noted an increase in access to counseling, as many school counselors opened up private virtual counseling practices to meet the needs of students and families.

> *"A lot of them, because they're in multi-generational homes and stuff, a lot of people really got affected with the spread of COVID. A lot of them were afraid to go out there. I think a lot of them didn't have all the information they needed once vaccination things came out. They were afraid there might be consequences. They didn't know that you don't need any documentation to go get your vaccine or even the testing."*
>
> – Key Informant

COMMUNITY ASSETS AND STRENGTHS

When asked to describe the assets and strengths of Williamson County, participants frequently mentioned that the community has a strong sense of altruism and members often come together to help each other. One key informant expressed their gratitude for the reliability of

nonprofit agencies within the community. Another key informant expressed excitement about emerging diversification efforts that are promoting growth opportunities and resources for underrepresented populations. Key informants and focus group participants also emphasized the tremendous support and impact of strong school districts promoting social emotional learning and trauma-informed care as a strength. In addition, participants mentioned a strong network of churches with resources for food distribution, utility support, COVID-19 support, dental care, and other social services.

> *"I'm grateful that we do have in our community some nonprofit agencies that we can call and who we have good relationships with."*
>
> – Focus Group Participant

Participants named the following organizations as valuable resources for the community:

Health Care Organizations

- Ascension Medical Group
- Austin Child Guidance Center
- Austin Public Health
- Austin Regional Clinic (e.g., Round Rock, Georgetown)
- Baylor Scott & White Health
- Bluebonnet Trails Community Services
- Child Mind Institute
- Early Childhood Intervention Services
- Georgetown Behavioral Health Institute
- Hana Care Texas
- LifeCare (The Source)
- Lifepath Pharmacy
- Lone Star Circle of Care
- National Alliance on Mental Illness
- Resilient WilCo
- Rock Springs Behavioral Health in Georgetown
- Sacred Heart Community Clinic
- STARRY Counseling in Georgetown
- Texas Health and Human Services
- WellMed Clinics
- Williamson County and Cities Health District
- Williamson County Mobile Outreach Team

Churches and Faith-Based Organizations

- Gateway Church (food pantry)
- God's Way Christian Baptist Church
- Samaritan Health Ministries
- St. Vincent DePaul Catholic Church (utility support and resource navigation)
- St. William Catholic Church in Round Rock (Sacred Heart Clinic)
- Ministerial Alliance (Georgetown, Taylor)

Nonprofits and Community-Based Organizations

- Any Baby Can
- Aunt Bertha
- Boys and Girls Club of East Williamson County

- Child Protective Services
- Community Action Inc. Central Texas
- Community Resource Coordination Groups
- Court Appointed Special Advocates
- Eastern WilCo Collaboration
- Easterseals Central Texas
- Faith in Action
- Food Pantries (e.g., The Caring Place in Georgetown, Shepherd's Heart in Taylor, Round Rock Area Serving Center)
- Georgetown Chamber of Commerce
- Georgetown Literacy Council
- The Georgetown Project
- Healthy Williamson County
- Hutto Resource Center
- Independent school districts
- Korean Community Services
- Law enforcement
- Local housing authorities (e.g., Granger Housing Authority)
- Opportunities for Williamson-Burnet Counties
- Texas Parent to Parent
- Texas Workforce Commission Child Care Services
- The Arc of Texas
- Williamson County Children's Advocacy Center
- Williamson County Juvenile Justice Alternative Education Program
- Williamson County Meals on Wheels
- Women, Infants, and Children Youth Behavioral Health Task Force

> *"There's a huge sense of community, of wanting to help each other."*
>
> – Focus Group Participant

PROPOSED SOLUTIONS AND ACTIONS FOR HOSPITALS

Participants were asked to identify potential solutions for the challenges discussed during the interviews and focus groups. Recommendations for hospitals are listed below:

IMPROVE HEALTH CARE ACCESS

Transportation: Provide patients with transportation to appointments by collaborating with public transportation services and volunteers. Another option included providing mobile clinics with primary care services, mental health services, and dental care, especially in rural areas of Taylor.

Navigation support: Facilitate access to services including primary care, dental care, and mental health services in a single location. Other examples included providing case management services, increasing hospital social workers, and providing health care concierge services.

Affordable health care: Offer a free or discounted hospital program annually so that people who are unable to see a physician can schedule a visit at least once a year. Another option would be providing a low-cost community health clinic.

Community education and recreational activities: Provide free or affordable recreation and exercise activities for community residents in southeast Taylor. One key informant recommended revamping currently vacant community buildings to host dance classes, karate classes, or nutrition education classes.

INCREASE CULTURALLY COMPETENT HEALTH CARE

Language and translation services: Hire Spanish and Korean translators and interpreters. Provide dual-language websites, social media, pamphlets, etc.

Culturally competent workforce: To increase compassionate and non-judgmental care, community members recommended expanding cultural sensitivity training for all providers and hospital staff to better equip them to serve underrepresented and minority populations. Participants also recommended a need to diversify the workforce by hiring additional providers from underrepresented populations.

REDUCE SILOS AND INCREASE COLLABORATION

Partnerships: Build stronger relationships with faith-based organizations, independent school districts, nonprofits, and community-based organizations to provide holistic care. For example, utilize churches or schools to provide health fairs and health education to congregants and community members. Some key stakeholders and organizations mentioned by community participants included: local politicians, Williamson County and Cities Health District, the Ministerial Alliance, independent school districts, Austin Community College, and Community Action Inc. of Central Texas.

Community engagement and outreach: Increase community visibility and constantly engage with community members and grassroots organizations to understand their perspectives. For example, host a town hall meeting to share the community's insight with municipal/county leadership, funders, and hospital administrators. Distribute flyers to faith-based organizations, independent school districts, nonprofits, and community-based organizations.

Health data: Coordinate with other health care providers to establish a universal electronic health record database to streamline data access and enhance patient-centered treatment plans.

"I'd love to see some of those major players step in and see some of the silos come down and start seeing joint efforts with these large entities."

– Focus Group Participant

LIMITATIONS

There are several limitations to consider in the development of this report. First, THI conducted this project during the surge of COVID-19 cases related to the Delta variant, which occurred during the late summer and early fall of 2021. For the safety of staff and participants, all key informant interviews and focus groups were conducted virtually. This presented a challenge with both recruitment and facilitation of the interviews. Many of the community leaders who helped recruit participants, or who served as key informants, were overwhelmed by responsibilities related to the pandemic. For example, some organizational leaders were coordinating clinical duties or responding to urgent needs from community members, limiting their capacity to assist with this project. Similarly, community members were experiencing fatigue from the pandemic, including fatigue regarding inquiry into their needs and the effects of COVID-19.

THI staff did extensive outreach to various CBO leaders in Williamson County and potential participants, and organizational leaders and residents alike frequently declined participation for a variety of reasons, including research fatigue and fear of exploitation. In addition, THI staff experienced challenges with getting in contact with potential participants, even though multiple channels of communication were used (email, call, and text).

Furthermore, to participate virtually in focus groups, participants had to have access to a device that would allow them to use Zoom (a computer, tablet, or cell phone with data). While not a barrier for the majority of key informant interviews, this requirement likely inhibited some potential focus group participants from joining. In addition, although focus group participants could join Zoom by phone (dial-in), participants familiar with the video aspect of Zoom were frequently confused by the dial-in option, and consequently declined participation or did not show up to the focus group. Finally, virtual key informant interviews and focus groups could more easily be confounded by office or in-home distractions compared to in-person settings.

CONCLUSION

Between August and October 2021, THI conducted nine virtual key informant interviews and two virtual community focus groups with people in Williamson County who identified either as stakeholders or representatives of medically underserved, low-income, and minority populations. Community members collectively identified the following categories as top health priorities:

- **Access to health care:** Examples included provider shortages for residents that are either publicly insured or uninsured, lack of culturally and linguistically appropriate care, and lack of support for navigating the health care system.
- **Social and structural determinants of health:** Examples included low socioeconomic status, housing and homelessness, lack of transportation, limited broadband or internet access, and community silos.
- **Priority health needs:** Top health needs included chronic conditions (e.g, diabetes, hypertension, obesity, and cancer), dental care, and mental health, behavioral health and substance use.
- **Children's health:** Top priorities for youth included child abuse, intellectual disabilities, and mental health.

To address these top health priorities, participants recommended increasing community engagement and outreach and establishing stronger partnerships with municipal and county leadership, faith-based organizations, independent school districts, nonprofits, and community-based organizations to provide community-centered holistic care. The insight and recommendations shared in this report prioritize the perspectives of underserved communities within Williamson County and may be leveraged to develop an efficient action plan to address the discussed top health needs.

TABLES

The following table identifies each key informant and details how their role in the community satisfied one of the IRS requirements for participation.

Table 1

Description of Key Informants

Key Informant	Community Input Sector
Cara DiMattina-Ryan Chief Strategy Officer Workforce Solutions Rural Capital Area	• Leader, representative, or member of medically underserved, low income, and minority populations, and populations with chronic disease needs, in the community served by the hospital facility
Jennifer Harris President Dickey Museum & Multipurpose Center	• Leader, representative, or member of medically underserved, low income, and minority populations, and populations with chronic disease needs, in the community served by the hospital facility
Carlos Hernandez Leader of Hispanic Owned Business Circle Georgetown Chamber of Commerce	• Leader, representative, or member of medically underserved, low income, and minority populations, and populations with chronic disease needs, in the community served by the hospital facility
Dawn Jennings Special Education Parent Liaison Georgetown Independent School District	• Leader, representative, or member of medically underserved, low income, and minority populations, and populations with chronic disease needs, in the community served by the hospital facility
Yumi Kang Korean Community Health Navigator Austin Asian Community Health Initiative	• Person with special knowledge or expertise in public health • Leader, representative, or member of medically underserved, low-income, and minority populations, and populations with chronic disease needs, in the community served by the hospital facility • Federal, tribal, regional, state, or local health or other department or agency, with current data or other information relevant to the health needs of the community served by the hospital facility

Key Informant	Community Input Sector
Aurora Maldonado Program Navigator Williamson County Indigent Care Program	• Leader, representative, or member of medically underserved, low income, and minority populations, and populations with chronic disease needs, in the community served by the hospital facility • Federal, tribal, regional, state, or local health or other department or agency, with current data or other information relevant to the health needs of the community served by the hospital facility
Jessica Morales Program Navigator Supervisor Williamson County Indigent Care Program	• Leader, representative, or member of medically underserved, low income, and minority populations, and populations with chronic disease needs, in the community served by the hospital facility • Federal, tribal, regional, state, or local health or other department or agency, with current data or other information relevant to the health needs of the community served by the hospital facility
Gloria Roberson Director Harris-Ross Head Start	• Leader, representative, or member of medically underserved, low income, and minority populations, and populations with chronic disease needs, in the community served by the hospital facility
Kerrie Stannell Chief Executive Officer Williamson County Child Advocacy Center	• Leader, representative, or member of medically underserved, low income, and minority populations, and populations with chronic disease needs, in the community served by the hospital facility • Federal, tribal, regional, state, or local health or other department or agency, with current data or other information relevant to the health needs of the community served by the hospital facility

The following table describes the focus group participants in aggregate:

Table 2

Description of Focus Group Participants

Focus Group	Community Input Sector	Description	Number	Language
1	Leaders, representatives, or members of medically underserved, low income, and minority populations, and populations with chronic disease needs, in the community served by the hospital facility	Participants included female residents of ZIP codes 78634 and 78628 with ages ranging from 30-65. Participants self-identified as Black/African American, White, and Not Hispanic/Latinx.	4	English
2	Leaders, representatives, or members of medically underserved, low income, and minority populations, and populations with chronic disease needs, in the community served by the hospital facility	Participants included male and female residents of ZIP codes 78729, 78681, and 78634 with ages ranging from 40-65+. Participants self-identified as Mexican, Mexican American or Chicano, Hispanic/Latinx and Spanish origin, White, Not Hispanic/Latinx and Black/African American.	5	English

APPENDIX A: KEY INFORMANT INTERVIEW GUIDE

2021-22 Williamson County SDF CHNA Key Informant Interview Guide

1. Please briefly describe your role in [organization] and who [organization] serves in Williamson County.
2. Please describe how you are connected to St. David's Foundation, any of the St. David's Hospitals, Ascension Seton, Baylor Scott & White Health. If you are not connected, just indicate that.
   a. Do you meet any of these criteria? *[Note: Participant does not necessarily have to meet any of these to participate.]*
      i. Persons with special knowledge of or expertise in public health
      ii. Federal, tribal, regional, state, or local health or other departments or agencies, with current data or other information relevant to the health needs of the community served by the hospital facility
      iii. Leaders, representatives, or members of medically underserved, low-income, and minority populations, and populations with chronic disease needs, in the community served by the hospital facility.
3. What do you think are Williamson County's three most critical health issues? *(Examples if needed: heart disease, diabetes, substance use, mental health, cancer, asthma, STIs, HIV, etc.)*
   a. PROBE: Why are these the top priorities?
   b. PROBE: Who do these health issues affect the most? *(e.g., age groups, racial/ethnic groups, socioeconomic groups, geographic subsets, etc.)*
4. The top health issues identified in the 2019 Community Health Needs Assessment were [list top needs in previous CHNA]. How important are these issues today?
5. How has COVID-19 impacted the three critical health issues you identified?
   a. PROBE: Are there some groups that have been more affected by COVID-19 than others in your community?
6. Now I am going to ask you about the factors that contribute to each of the top priority health issues you identified and how the issue impacts specific populations. *(Prompt: Note that a "factor" could be a health behavior like physical activity, SDOH such as food insecurity, insurance status, physical environment, etc.)*
   a. Starting with [Name #1 critical health issue identified by interviewee]
      i. What are the factors that contribute to making this a critical health issue?
      ii. Which populations does the issue impact the most?
      iii. How does this critical health issue specifically impact low-income, underserved/uninsured populations in Williamson County?

   iv. Are there organizations already addressing these issues in the county? If so, which ones? How do they address it?
b. Now thinking about [Name #2 critical health issue identified by interviewee]
   i. What are the factors that contribute to making this a critical health issue?
   ii. How does this critical health issue specifically impact low-income, underserved/uninsured populations in Williamson County?
   iii. Which populations does the issue impact the most?
   iv. Are there organizations already addressing these issues in the county? If so, which ones?
c. Now thinking about [Name #3 critical health issue identified by interviewee]
   i. What are the factors that contribute to making this a critical health issue?
   ii. How does this critical health issue specifically impact low-income, underserved/uninsured populations in Williamson County?
   iii. Which populations does the issue impact the most?
   iv. Are there organizations already addressing these issues in the county? If so, which organizations?

7. Based on your knowledge and expertise, what are the most effective strategies to address the top three health issues that you identified?
   a. PROBE: What are some specific strategies that could help to address disparities between different populations for these health issues?
8. Beyond the top three health issues you've identified, what are the other critical health issues that are important to address?
9. How could St. David's Hospitals, Ascension Seton, Baylor Scott & White Health possibly partner with or enhance the efforts of organizations that are working to address the issues that you identified?
10. What are some of your community's greatest assets and strengths? *(Prompt: These often include social and human service agencies, community based organizations, nonprofit organizations, churches, but can also be cultural qualities).*
   a. How do you think these strengths could be leveraged to address the top health issues in Williamson County?
11. What are your suggestions for ways to engage and build trust with community members, particularly low-income, underserved populations, ethnic and racial minorities, and limited English proficient residents of Williamson County to address these critical health issues?
12. Is there anything else you would like to share about the top health issues in Williamson County?
13. Now I want you to think a little about a broader range of factors that could affect health. What do you think are the social and economic concerns facing your community*? (Prompt: affordable housing, unemployment, access to quality daycare, poverty).*

   a. Who do these health needs or concerns affect the most *(e.g. age groups, racial/ethnic groups, socioeconomic groups, geographic subsets, etc.)*?
   b. PROBE: Are there organizations or available resources already addressing these needs? If so, which ones? How do they address the needs?
   c. PROBE: How important do you think it is that hospitals and health care systems work to connect patients with resources to support these factors affecting health? Why?
14. How could St. David's and local hospitals and Ascension Seton, Baylor Scott & White Health possibly partner with or enhance the efforts of these organizations to support factors affecting health?
15. Where do members of your community go to access primary health care?
   a. What about specialty care?
   b. What about access to emergency rooms or urgent care centers?
   c. And mental and behavioral health care?
16. What challenges/barriers do low-income, underserved, and uninsured populations in your community face in access to health care?
   a. What are two things that St. David's and local hospitals and St. David's Hospitals, Ascension Seton, Baylor Scott & White Health could do to address these challenges?

Those are all of the questions I have for you today. Is there anything else you would like to add before I turn off the recorder? *[Allow time for comments]*

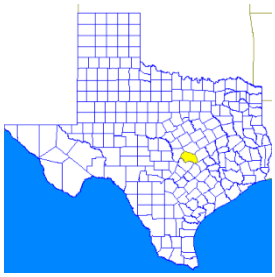
APPENDIX B: FOCUS GROUP GUIDE

2021-22 Williamson County SDF CHNA Focus Group Guide

1. When you think of the word "community," what is the first thing that comes to mind?
2. What does health mean to you?
3. What do you do to stay healthy?
4. What are the things that **help you to be healthy** in your community? *(e.g., places to buy healthy food, safe places to walk and to exercise, community services and events, access to health care, affordable housing)*
5. What makes it **difficult to be healthy** in your community? *(e.g., lack of access to affordable health care, few grocery stores with fresh fruits and vegetables, affordable food, lack of transportation, language barriers, substance use, etc.)*
6. How does your race or ethnicity impact your ability to be healthy?
7. What do you think are the **two most important health issues** facing your community? Why? (e.g., diabetes or cancer, unhealthy food or drug abuse, mental health, violence, or access to care)
8. What are the **top two things that could be done** to fix these issues? *(e.g., What would it look like to fix the issues?)*
    a. Who should be involved (people or organizations)?
9. Are there health services that you need but do not receive currently? If so, which services?
10. Where do you go for help when you need health services and cannot find them?
11. What are the strengths of the health services available in your community?
12. What resources do you have in the community that seem to be working to address the health-related issues that we talked about?
13. What could the hospital systems do to improve health and quality of life in the community?
14. What impact has the COVID-19 pandemic had in your life and in the community?
    a. How has it affected your health, including your mental health?
    b. How did COVID-19 impact the health challenges that we discussed earlier?
    c. Are there community resources or agencies that have helped to support you during the pandemic? **If so, which organizations have been helpful?**
15. Are there any other issues that impact your physical or mental health that you would like to discuss?

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WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT COMMUNITY HEALTH NEEDS ASSESSMENT FOCUS GROUP SUMMARY: WILLIAMSON COUNTY, TEXAS



PART A. OVERVIEW

Williamson County and Cities Health District collaborated with Baylor Scott & White Health to engage IBM Watson Health to conduct a series of focus groups to facilitate and assess the perception of the health needs in the Texas communities they serve, specifically Williamson County, Texas.

Participants were invited based on their involvement with public health or their work with medically underserved, chronic disease, low-income or minority populations. Participation was also sought from community leaders, other healthcare and social service providers and representatives of vulnerable and underserved populations.

A team from IBM Watson Health facilitated a focus group for the larger health community that included Williamson County and conducted it in three parts. The session started with the entire group providing a description of the community and determining an overall health score. During the second part, participants were divided into two smaller groups for more detailed discussions.

1. Describe the community and score the current health status on a scale of 1-5 (1 worst – 5 best).
2. Identify the factors for the score and separate into strengths and weaknesses.
3. Discuss the underlying barriers to health that contribute to the weaknesses.
4. Discuss community strengths that can create opportunities for improving health.
5. Identify and rank the criteria for prioritization.

The Williamson County in-person focus group was held on June 15, 2021 and included thirteen (13) participants representing Williamson County. In addition to the in-person focus group, IBM Watson Health

gathered additional input from key informant interviews (2) and surveys (5). The group included representatives from county government, church organizations, providers, local non-profits, and other community-based organizations. Most of the participants work with at-risk populations; the group at-large serve low-income populations, minorities, the medically under-served and homeless populations.

The unprecedented public health emergency of COVID-19 impacted these communities and their community health leaders requiring them to develop innovative solutions to address new and inflated health and resource needs.

PART B. COMMUNITY HEALTH NEEDS DISCUSSION SUMMARY

This focus group, key informant interviews and surveys included organizations serving Williamson County. Even though the participants described Williamson County as beautiful and a great place to call home, they scored the health of its residents slightly below average. Outdoor recreational amenities are plentiful in Williamson County with many public parks, miles of trails, outdoor exercise equipment, splash parks and child playgrounds.

The participants agreed that the community was growing in population but that the growth outpaced the ability to integrate the community or provide enough health resources. The COVID pandemic brought forward and increased the awareness that inequity existed in the community. Programs like Aunt Bertha are helping to connect people in need to community resources and programs.

The top health barriers in the community described by the focus group participants and key informants were organized into three major areas: transportation, housing and access to healthcare. The participants collaborated on opportunities to address each of these areas as well.

Transportation

Historically and currently the number one barrier in the county is transportation. The county is large and transportation resources and services are scattered and insufficient, with many areas lacking public transportation. Many don't drive and can't afford the cost of maintaining or owning a vehicle of their own. In rural communities, freedom of travel was described as the biggest problem. In addition to rural residents, the most affected included senior citizens and people with disabilities. Participants cited efforts were made to provide vouchers for those willing to drive those who need rides to healthcare providers or to get groceries. However, this was not sufficient for the growing need for transportation, which was also exacerbated by the pandemic.

Housing

As housing prices in Williamson County increased each year, affordable housing for current residents was a challenge. Gentrification occurred with people being priced out of homes they had been living in for a long time. The participants cited that there was no visible plan across the county to provide affordable housing. They stated that there were people living in tents in many parts of the community and that the county had no plan to deal with the situation, claiming some affordable housing had a six-year waiting list. In addition, restrictions requiring all residents over 18 to have good credit made it more difficult for many to find housing. Other requirements, such as criminal background checks that prohibit people with a history of substance abuse rehabilitation or incarceration added to the housing challenge. Participants felt strongly that there was an opportunity to advocate locally for more affordable housing.

Access to Healthcare

According to the group, despite the fact that the community had a core of innovative health systems in the area, the county lacked sufficient numbers of mental health, specialist and primary health providers to adequately serve the population. Some of the access was tied to transportation but even those that could access it could not afford it even with health insurance. Affordability was a problem especially for those seeking preventative care. Emergency behavioral health calls increased as well as opioid overdose rates and adult suicides. There was simply a low ratio of healthcare professionals to people in need. To make matters worse, the huge turnover rates of hospital resources caused a disconnect on information to help patients in need. An innovative opportunity suggested by one key informant was to run patient resources as a business, and offer free or reduced rent to service providers in a resource center on or near the hospital campus. The resource center would offer patients the ability to walk over to receive follow up services immediately upon their discharge from inpatient care. In addition, it would likely increase the patient's ability to comply with hospital caseworker's discharge recommendations designed to reduce readmissions.

PART C. FOCUS GROUP DISCUSSION DETAIL

These are additional details and comments captured during the in-person focus group participant discussions by each exercise topic.

EXERCISE 1A: HOW WOULD YOU DESCRIBE THIS COMMUNITY?

Participants described the community as follows:

WILLIAMSON COUNTY:

- Isolated and needy

- Fast growing/uncontrollable growth- many people moving to Williamson County
- Rural meets suburban, has small-town community living
- Inequitable and changing
- Ample job opportunities
- Burgeoning, beautiful and a great place to call home
- Water deficits/water deprived
- Governments not cohesive
- Extreme disparities within the county

EXERCISE 1B: HOW DO YOU SCORE THE HEALTH OF THIS COMMUNITY ON A SCALE OF 1-5 (1 WORST – 5 BEST)?

The overall community health score given by the group was 2.8 for Williamson County.

WILLIAMSON COUNTY SCORE:

Score	5	4	3	2.5	2	1
Participant Response	0	1	6	2	2	0

EXERCISE 2: IDENTIFY THE FACTORS YOU CONSIDERED FOR THE SCORE YOU GAVE AS STRENGTHS AND CHALLENGES.

Participants were asked to identify the factors they considered when scoring the community as strengths and challenges:

WILLIAMSON COUNTY STRENGTHS:

- **Access**
    - Good support groups available (GAPS Program).
    - Opportunities to improve self-care are free and available.
    - Good number of specialty care providers– no need to drive to Austin for care.
    - Good core of innovative health systems that in the area
        - Some innovative programs don't last – for example in Taylor, there was a provider who offered excellent mental health programs for under-insured but he left and became private.
- **Healthy Living**
    - Public parks are a place to be active with no entrance fees
        - Miles of trails, outdoor exercise equipment, splash parks, playgrounds.

- Senior center is popular within certain communities.

- **Government**
  - Lots of personal resources such as funds/schools/buildings that can address community needs. If people see something working they can get behind it.
  - Some elected leadership are very positive influencers of health decisions, especially with COVID vaccination.
- **Transportation**
  - On demand service in Taylor area - CARTS (Capital Area Rural Transit Services) provides buses and vans with a 15-minute turn around.
  - Ride Health was piloted in Taylor and some other sites which is a good way to get people home after services from hospital.
- **Education**
  - School-based behavioral health worked well.
    - Seven school districts, west side districts invest in staff to provide school based mental health (Pre-K-12).
    - Have a family therapist as well.
  - School-based clinics were a successful model Once every 3 weeks, practitioner comes that can see kids and prescribe medication. However recent loss of funding has made it challenging to continue.
- **Food**
  - Farmers markets in town available.
  - Meal on wheels programs available.

<u>WILLIAMSON COUNTY CHALLENGES:</u>

- **Transportation**
  - People don't have access to cars:
    - High cost of maintaining cars.
    - High cost of gas.
    - High number of people who don't drive.
  - There is no access to any transportation in some areas and/or very limited public transportation.

        - People did not use the transportation services available. It takes a long time to change community behavior. For example, Taylor got a grant for CARTS to run this route but no one got on the bus. It was discontinued after six months.
        - In Georgetown, ridership on buses was poor because the bus didn't go where most people lived nor did it go where they needed to go.
    - Poor road infrastructure.
        - Long commutes because there are no expressways for many to get to work.
- **Access to resources for services/ access to services**
    - Lack of healthcare providers.
        - Growth outpacing supply of physicians and causing lack of physician access.
        - Preventative screenings down/delayed due to lack of access and unwillingness to seek care.
    - Lack of behavioral health resources- professionals to people ratio is "ridiculous."
        - Challenges with behavioral health and addiction.
        - Once they come to the hospital it's hard to find placement for services.
    - Navigating services is a barrier to access to care/resources.
        - Hard for people to navigate online resources to find providers or services -- don't have skills to find those things
        - Huge turnover rates of hospital case workers means that information gets lost.
    - Health inequity by insurance status.
- **Government**
    - Disinterested leadership.
        - Leaders don't care about the poor.
    - 2020-2021 municipality restrictions exposed the lack of concern for the disadvantaged.
- **Digital Divide**
    - People assume that everyone can access the internet, but rural communities don't all have access.
    - Digital divide is due to lack of connectivity.
        - Poor connections as people may not have equipment to access internet or not able to pay for internet.
- **Food**
    - Poor food choices are abundant and inexpensive.

  - Food deserts especially in rural parts.
  - Eastern Williamson County is worse for food insecurity.
- **Social issues**
  - Housing
    - Homelessness- there is no shelter for those that are unhoused.
    - Lack of affordable housing.
  - Mental health is on the decline, more violence in the home, drug abuse increasing, child abuse increasing.
    - Increase in substance abuse and OPIOD overdoses.
  - Youth suicide rates are increasing.
  - Large senior population.
    - Social isolation (for seniors) especially in rural parts.
  - Literacy is an issue.
  - Racism, especially in Georgetown.
  - Spiritual health is poor.
  - Limited childcare options/affordability.
- **Education**
  - Need more than a high school degree to earn enough cover living expenses.
    - If you have resources you can go to school, but if you don't have resources, it's difficult.
- **Housing**
  - Housing affordability/housing options.
  - Growth outpaces ability to integrate community.

EXERCISE 3: WHAT ARE THE BARRIERS TO GOOD HEALTH IN THIS COMMUNITY?

Participants discussed the barriers to good health in the community:

WILLIAMSON COUNTY BARRIERS:

- **Social**
  - Lack of affordable housing.
    - High numbers of people in extended stay, camp sites, homelessness.
  - Social isolation (especially due to COVID).
    - Lack of activities during COVID had profound negative impact on children.
- **Digital Divide**
  - Many with no internet access because they can't afford equipment and service.

- **Food**
    - Food deserts/lack of food stores.
- **Education**
    - Lack of structure/activities at school had a profound negative impact on kids.
- **Transportation**
    - Limited public transportation.
- **Financial**
    - Many can't earn a living wage (39% of population are not able to earn enough to support themselves).
- **Access**
    - Navigating services is a barrier to access to care/resources.
    - Time is a barrier.
        - Not enough after-hours services to meet need of working people.
        - Often difficult for working parents to find time to access preventative services for themselves.
    - Fewer resources/ volunteers (fear of COVID).
        - Shortage of funding for staff.
    - Lack of knowledge about services available for uninsured and how to access them.

Each person voted for what they consider to be the 3 greatest BARRIERS. Results are listed below, ranked according to votes.

WILLIAMSON COUNTY BARRIERS RANK:

WILLIAMSON BARRIERS	Score
Lack of affordable housing	11
Access to transportation	11
Shortage of funding for staff	6
Digital access	6
Lack of living wage	3
Lack of structure/activities had profound impact on kids	3

EXERCISE 4: WHAT ARE THE OPPORTUNITIES TO IMPROVE HEALTH IN THIS COMMUNITY?

Participants discussed opportunities to improve health in the community:

- **Government**
    - Lobby state government to pick up more responsibility/provide more resources to help community health efforts.
    - Encourage health systems and organizations to collaborate more when offering services.
- **Digital Divide**
    - Increase and improve communication methods/access/proximity.
- **Food**
    - Incentivize developers of healthier choices versus fast food/unhealthy options.
    - Encourage barter system at farmers' market.
- **Access**
    - Increase use of telemedicine, but don't rely on it exclusively.
    - Leverage collaborative efforts to bring more resources in.
    - Pursue joint grants for healthcare needs (referencing prior success with joint grant submissions).

WILLIAMSON COUNTY OPPORTUNITIES:

- **Access**
    - Build stronger connections to bridge clinical and social services.
        - Add resources to address person not just issues.
        - Hire more community health workers (don't even need a high school diploma for community health workers) who are trusted to walk alongside people in their communities and help direct them to available services.
        - Expand nursing services within faith-based organizations similar to the Wesleyan program and Parish Nurses Group seeing patients within the church.
        - Expand phone referral services since connecting with a live person is best way to help someone navigate the system.

        - Enhance combination of engagement and education to improve health.
    - Increase telepsychology and telehealth service offerings.
    - Provide more community based mental health and cancer support.
    - Model programs using best practices/successful ones such as Aunt Bertha and 211.
- **Government**
    - Use Community Task Force approach for new coalitions/create cross section coalitions to address barriers to health.
    - Increase support for existing programs that work well.
    - Keep goals clear as a key to success.
- **Food**
    - Provide more online groceries and delivery volunteers.
    - Increase rural food distribution.
- **Digital Divide**
    - Improve digital access within rural communities.
    - Provide education, training and support for digital access.
    - Subsidize device and linkage costs.
    - Provide Wi-Fi along with support at senior housing.
- **Faith Based**
    - Work with faith-based support groups to increase services in community.
- **Housing**
    - Advocate locally for more affordable housing.

Each person voted for what they consider to be the 3 greatest OPPORTUNITIES. Results are listed below, ranked according to votes.

WILLIAMSON COUNTY OPPORTUNITIES RANK:

WILLIAMSON OPPORTUNITIES	Score
Increase telehealth – especially psych by improving digital access & maintain CMS standards	10
Advocate locally for more affordable housing	9
Increase staffing/social workers/admin	8
Online grocery delivery using volunteers/ rural food distribution	7

EXERCISE 5: RANK THE CRITERIA FOR PRIORITIZATION

Each person voted for the top criteria to be used for prioritization of this communities identified needs.

WILLIAMSON COUNTY PRIORITIZATION VOTE:

Prioritization Criteria	Definition	Vote:
Magnitude **(Size of Problem)**	How many persons does the problem affect, either actually or potentially?	5
Severity **(Outcome if Ignored)**	What degree of disability or premature death occurs because of the problem? What are the potential burdens to the community, such as economic or social burdens?	1
Feasibility/ Cost	Is the problem amenable to interventions? What technology, knowledge, or resources are necessary to effect a change? Is the problem preventable? Is it too expensive for the community to tackle?	1
Community Capacity or Strengths	Does the community have the capacity to act on the issue, including any economic, social, cultural, or political consideration? Extent to which initiatives that address the health issue can build on the community's existing strengths and resources? Availability of local expertise regarding the health need	5
Root Cause	Is the issue a root cause of other problems - thereby possibly affecting multiple issues?	10
Quick Success	The probability of quick success. Is the problem "low-hanging fruit"?	3
Social Justice	Is the problem more concentrated to a specific vulnerable population? Does addressing this issue lead to unfair social benefit? Are we equitable to all vulnerable populations in our approach?	5

PART D. PARTICIPATING ORGANIZATIONS

Representatives from the following organizations participated in the focus group:

WILLIAMSON COUNTY PARTICIPATING ORGANIZATIONS:

- Baylor Scott & White Health
- City of Taylor
- Faith in Action Georgetown
- Georgetown Health Foundation
- Interagency Support Council of Eastern Williamson County, Inc.
- Lone Star Circle of Care
- Mobile Outreach Team Williamson County Emergency Services
- Partners in Hope
- Pavilion Clubhouse of Williamson County
- The Caring Place
- United Way of Williamson County
- Williamson County and Cities Health District

PART E. ADDITIONAL KEY INFORMANT/PARTICIPANT INPUT

The COVID-19 pandemic forced the team to think creatively about collecting community feedback because standard approaches, such as conducting in-person focus groups, were not feasible throughout the Community Health Needs Assessment project due to social distancing guidelines during the pandemic . As a result, there was a need to conduct virtual focus groups, web-based video interviews, telephone interviews and to expand outreach through a web-based survey. Even with these additional efforts, many key informants were unable to participate due to the later surge of COVID cases (including Delta variant cases) requiring their management attention and time.

- Seven additional surveys and interviews representing Williamson County were obtained from representatives of:
    - Bluebonnet Trails Community Services
    - City of Taylor
    - Baylor Scott & White Health
    - Community Resource Centers of Texas
    - LifePark Center
    - Sacred Heart Community Clinic

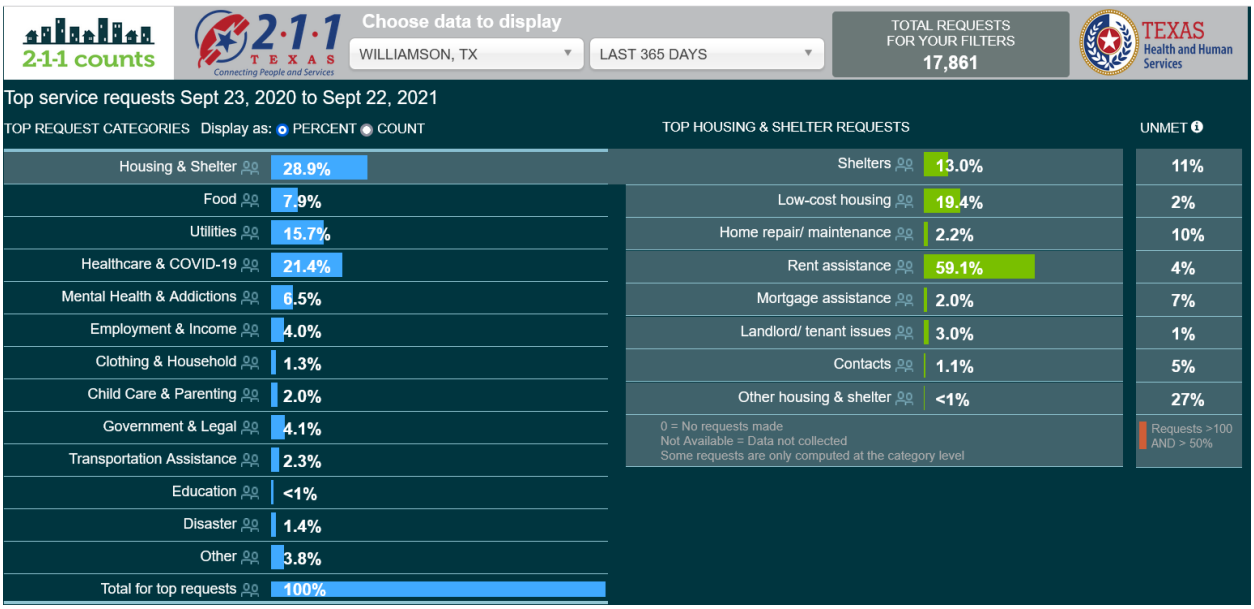
    - United Way for Greater Austin
- The participants rated the health of the community as a 4 out of 5.
- The participants named the same strengths of the community as the larger group:
    - Walking trails/parks
    - Community pride
    - Local leadership or local government
    - Telehealth/telemedicine
    - Quality healthcare/providers
    - Agencies willing to work together
    - Availability of fresh food
    - Community clinics
    - Emergency services
    - Communication
- The participants' community challenges, which were similar to those from the focus group, are listed below in descending order of importance:
    - Limited affordable housing options
    - Limited access to dental care for uninsured or underinsured
    - Limited access to mental/behavioral health care (for uninsured or underinsured)
    - Lack of affordable childcare
    - Limited access to primary health care providers (for uninsured or underinsured)
    - Lack of public transportation
    - Aging population
    - High cost of medications
    - Limited access to mental/behavioral health care (for whole community)
    - Limited access to specialty health care
    - Lack of diversity among healthcare providers
    - Poor high speed internet coverage
    - Limited access to primary health care providers (for whole community)
    - No county hospital/health department
    - Lack of coordination among agencies who serve those in need
    - No county services for crisis intervention
    - Limited access to healthy food options

- The barriers causing the challenges faced by community members that the participants cited included the following in descending order of importance:
    - Lack of knowledge about services available for uninsured and how to access them
    - Access to primary health care (for uninsured)
    - Lack of reliable and affordable transportation
    - Lack of health care knowledge/low health literacy such as importance of preventative care, nutrition
    - Poverty
    - Cultural influence on health behaviors in community
    - Access to mental/behavioral health care(for uninsured)
    - Lack of health insurance
    - Social isolation
    - Access to primary health care (for whole community)
    - Access to mental/behavioral health care(for whole community)
    - Access to specialty health care services
    - Access to affordable care after hours
    - Fear/distrust of healthcare system
    - Language barriers
- The participants identified the following opportunities in the community in descending order of importance.
    - Coordination of efforts across agencies (improved communication between agencies)
    - Expand poverty definitions to increase funding for indigent care
    - Education on resources (increase community education how to access available community resources)
    - Leverage rideshares for community services (secure creative funding such as vouchers)
    - Hire/recruit volunteer community health advocates to provide trustworthy education and referral to services
    - Greater access to internet connectivity and technology
    - Expand hours of social services availability (after hours, etc.)
    - Improve access to healthy foods (perhaps in coordination with local food stores)
    - Centralized/integrated Resources (one stop shop for individuals to obtain services)
    - Diversify health profession and social work forces (add diversity to workforce to mirror communities)

  - Telehealth/Telemedicine (increase usage and reimbursement)
- The top criteria (in descending votes) that the participants suggested should be used when prioritizing the various opportunities for improving the health of people in the community were:
  - Community Capacity or Strengths
  - Feasibility/Cost
  - Quick Success
  - Social Justice
  - Magnitude (Size of Problem)
  - Severity (Outcome if Ignored)
  - Root Cause
- According to the participants' opinion, the largest impacts that COVID had on the community the past year were as follows: lack of access; finding new ways to deal and solve issues (i.e. internet, zoom, etc.); heightened political/social divisions; fear (of interacting with others); and it caused people to stay indoors and away from trusted connections, leaving them vulnerable to depression, overeating, falls and other health and spiritual challenges.

PART F. ADDITIONAL INFORMATION

Participants cited 2-1-1 throughout many of the focus groups, interviews and surveys . People in the United States dial 2-1-1 for help with basic needs like food and shelter or emergency services. In Williamson County, Housing & Shelter along with Healthcare & COVID-19 were the top requested categories from September 2020 to September 2021.



Source: 2-1-1 Counts, Texas Health and Human Services, 2021.

Appendix K: Acknowledgments

The following organizations and individuals graciously supported the 2022 Williamson County Community Health Assessment (CHA).

2022 CHA Task Force

Name	Organization
Amy Brandes	Ascension Seton
Kelli Lovelace	Ascension Seton
Ingrid Taylor	Ascension Seton
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Tara Stafford	Baylor Scott & White Health
Andrea Richardson	Bluebonnet Trails Community Services
Suzy Pukys	Georgetown Health Foundation
Tracy Angelocci	Lone Star Circle of Care
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Kori Ince	Opportunities for Williamson and Burnet Counties
Becky Pastner	St. David's Foundation
Jesse Simmons	St. David's Foundation
Jodee O'Brien	United Way of Williamson County
Kelli McGuire	Healthy Williamson County Coalition Williamson County and Cities Health District
Melissa Tung	Healthy Williamson County Coalition Williamson County and Cities Health District
Victoria Epstein	Healthy Williamson County Coalition Williamson County and Cities Health District
Ryan Huffman	Healthy Williamson County Coalition Williamson County and Cities Health District
Orin Heintschel	Williamson County and Cities Health District
Commissioner Terry Cook	Williamson County Precinct One
Commissioner Valerie Covey	Williamson County Precinct Three

2022 CHA Support Team

Name	Organization
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Emily Hayes	Williamson County and Cities Health District
Zeal Gandhi	Williamson County and Cities Health District
Zhuoran Guo	Williamson County and Cities Health District
Michael Smith	Williamson County and Cities Health District
Caroline Hilbert	Williamson County and Cities Health District
Shelbi Davis	Williamson County and Cities Health District
Mehgan Murray	Williamson County and Cities Health District
Marcela Abrego	Williamson County and Cities Health District
Jevone' Mayes	Williamson County and Cities Health District
George Strebel	Williamson County Geographic Information Systems

Healthy Williamson County Coalition Leadership Team

Working Group	Name, Organization
Community Partnerships Manager	Kelli McGuire, Williamson County and Cities Health District
Healthy Williamson County Coordinator	Victoria Epstein, Williamson County and Cities Health District
Support Staff	Deb Strahler, Williamson County and Cities Health District
Support Staff	Emily Hayes, Williamson County and Cities Health District
Support Staff	Melissa Tung, Williamson County and Cities Health District

Behavioral Health Task Force
Child & Youth Behavioral Health Task Force
Alan's Hope
Substance Use Collaborative
Kathy Pierce, Williamson County Precinct Two
Matt Smith, Williamson County Juvenile Services
Tammy Smith, Williamson County Precinct Two
Kelly McCaffrey, LifeSteps Council on Alcohol and Drugs
Rosana Sielaff, LifeSteps Council on Alcohol and Drugs

Organizations that Participated in Data Collection Methods

Asian American Community Health Initiative
Baylor Scott and White Health
Bluebonnet Trails Community Services
Boys and Girls Club
Catalyst Collective
City of Taylor
Community Resource Centers of Texas
Dickey Museum & Multipurpose Center
Faith in Action Georgetown
Georgetown Chamber of Commerce (Hispanic Owned Business Circle)
Georgetown Health Foundation
Georgetown Independent School District
Hill Country Community Ministries
Interagency Support Council of Eastern Williamson County, Inc.
LifePark Center
Lone Star Circle of Care
Opportunities for Williamson and Burnet Counties
Partners in Hope
Pavilion Clubhouse of Williamson County
Sacred Heart Community Clinic
The Caring Place
The Georgetown Project
United Way for Greater Austin
United Way of Williamson County (now merged with United Way for Greater Austin)
Williamson County and Cities Health District
Williamson County Children's Advocacy Center
Williamson County EMS Mobile Outreach Team
Williamson County Juvenile Services
Workforce Solutions Rural Capital Area



2023-2025 WILLIAMSON COUNTY

Community Health Improvement Plan

TABLE OF CONTENTS

EXECUTIVE SUMMARY 3

2022 WILLIAMSON COUNTY HEALTH PRIORITIES 3

INTRODUCTION 4

METHODOLOGY 5

ACCESS TO HEALTHCARE ACTION PLAN 6

CHRONIC DISEASE AND CHRONIC DISEASE RISK FACTORS ACTION PLAN 9

MENTAL HEALTH AND WELL-BEING ACTION PLAN 11

BEHAVIORAL HEALTH TASK FORCE ACTION PLAN 12

CHILD AND YOUTH BEHAVIORAL HEALTH TASK FORCE ACTION PLAN 15

POTENTIAL PARTNERS 22

APPENDIX A: PARTNER PLAN 24

APPENDIX B: ACKNOWLEDGEMENTS 25

APPENDIX C: CONSENSUS-BASED STRATEGIC PLANNING ACTIVITY 31

APPENDIX D: ACRONYMS 32

APPENDIX E: REFERENCES 34

EXECUTIVE SUMMARY

Following the completion of the 2022 Williamson County Community Health Assessment (CHA), which identified the top health priorities for Williamson County, the Williamson County and Cities Health District (WCCHD) and Healthy Williamson County (HWC) coalition formulated goals, objectives, strategies and action steps to develop the Community Health Improvement Plan (CHIP). Williamson County's CHIP is a three-year plan effective from 2023-2025 and addresses how the Williamson County community will tackle the most pressing issues identified by the 2022 Williamson County CHA.

2022 WILLIAMSON COUNTY HEALTH PRIORITIES



Access to Healthcare



Chronic Disease and Contributing Risk Factors



Mental Health and Well-being



Social and Structural Determinants of Health

One hundred seventeen diverse coalition partners, including community members and representatives of local healthcare, government, behavioral health, public health, schools, and non-profit organizations participated in CHIP planning meetings, and facilitated activities that prompted partners to generate actionable steps that will be taken to improve the health of the Williamson County.

29 **Planning Meetings**

117 **Partners**

70 **Organizations**

20 **Objectives**

WCCHD thanks HWC coalition partners for their participation and leadership in developing the 2023-2025 Williamson County CHIP. Join the HWC coalition to collaborate and improve the health of the community - visit www.healthywilliamsoncounty.org to learn more.

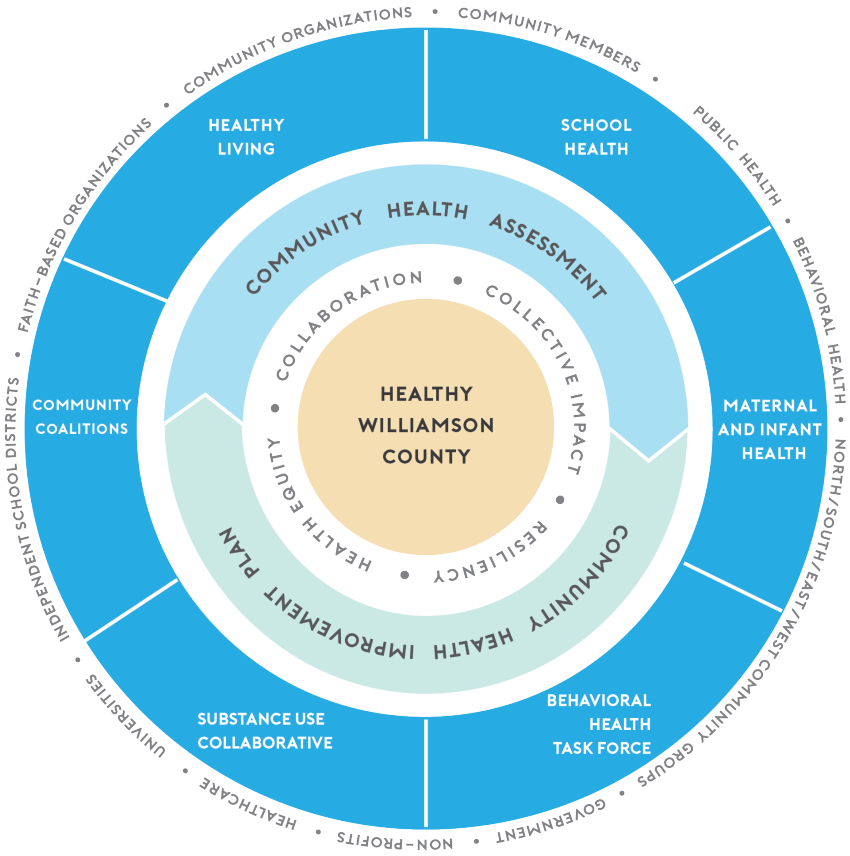
INTRODUCTION

A CHIP rallies community-wide efforts, targets resources to improve local health, and looks outside the work of the local health agency to the broader, cross-sector work of partners, stakeholders, and residents. For the 2023-2025 Williamson County CHIP, WCCHD, the local public health agency and backbone agency of the countywide health and wellness coalition, HWC, partnered with working group members of HWC to develop a long-term, systematic action plan to address community-identified local health priorities.

Working Groups of Healthy Williamson County Coalition

Working groups are topic-based and meet throughout the year to learn about resources, collaborate, network, and partner on projects identified through CHIP objectives.

- Behavioral Health Task Force (BHTF)
- Child Youth and Behavioral Health Task Force (CYBHTF)
- Healthy Living (HL)
- Maternal and Infant Health (MIH)
- Substance Use (LifeSteps Council)*
- School Health (SH)



Members of Healthy Williamson County Coalition

The HWC coalition is comprised of community members and organizations from the healthcare, school, government, business, non-profit, and faith-based sectors. HWC unites diverse partners to work to improve the health of all via the Williamson County CHA and CHIP by utilizing a collective impact approach. HWC strives to represent the diverse community of Williamson County by cultivating an inclusive and welcoming environment. HWC facilitates working group meetings centered on resource sharing, mutually beneficial educational topics, community presentations and works as a platform for members to align goals and calendars for the greater good of the community. HWC engages community members to provide input to plan and implement services and programs to ensure that programming is tailored and responsive to community needs.

**At time of publication, LifeSteps Council was no longer convening the Substance Use Collaborative*

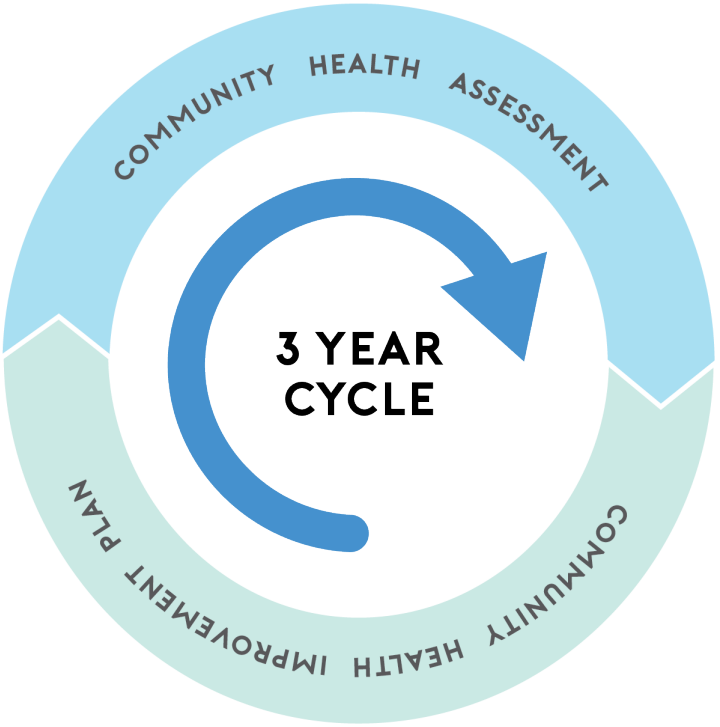
METHODOLOGY

Developing Action Plans

In March 2022, WCCHD published an updated Community Health Assessment (CHA). WCCHD used the National Association of County and City Health Officials Mobilizing for Action through Planning and Partnerships framework to engage local stakeholders, and as a result, identified four Top Health Priorities. The explanation of determining the Priorities can be found in the CHA on page 108. From August 2022 to April 2023, WCCHD used consensus-based, strategic planning activities with the HWC Coalition (Appendix C), and subsequently categorized HWC working group feedback to develop action plans that target each of the Top Health Priorities.

The action plans consist of:

- **Goals:** statement of improvement to identified health priorities looks like
- **Objectives:** how success is measured. Objectives are specific, measurable, achievable, realistic, time bound statement, inclusive and equitable (SMARTIE).
- **Strategies:** groups of actions taken to move the objective forward.
- **Action Steps:** steps to complete the strategy.
- **Potential Partners:** Coalition members that have agreed to participate in achieving the goals, objectives, strategies, and action steps.



Action Cycle (Planning, Implementation, and Evaluation)

Annual planning, implementation, and evaluation of progress on the 2023-2025 CHIP, hereafter referred to as the "action cycle", will guide the next steps in the health improvement process. Each January and February, working groups will plan for implementation of strategies by assigning specific individuals and/or organizations and resources to outlined strategies. In March through November, assignees will implement strategies by completing action steps. In December, working groups will evaluate progress and address barriers to implementation of action steps and strategies. At the start of each new year, feedback from earlier cycles will inform and guide later action cycles, allowing for iterative improvement of the action plans.

ACCESS TO HEALTHCARE ACTION PLAN FOCUS ON INCREASING ACCESS TO CULTURALLY AND LINGUISTICALLY APPROPRIATE HEALTH CARE AND DENTAL CARE FOR VULNERABLE POPULATIONS (E.G., OLDER ADULTS, PEOPLE OF COLOR, AND PEOPLE EXPERIENCING HOMELESSNESS)	
GOAL AH 1	**Williamson County residents have access to high quality, equitable, affordable, and timely healthcare.**
OBJECTIVE AH 1.1	**By 2025, providers in Williamson County will explore equity-based models of healthcare services with a primary focus on health equity zones.**
STRATEGY AH 1.1.1	**Improve care coordination to individuals at highest risk for poor health outcomes.**
ACTION STEPS:	Explore ideas for creating a master directory for health care resources that is in plain language and easy to navigate.
	Collaborate with electronic referral platforms to identify currently available accessible, culturally competent healthcare resources.
	Promote awareness of Community Health Workers and open Community Health Worker positions.
	Promote the expansion of telehealth options.
	Encourage medical providers to provide follow-up and wraparound services to support patients in poverty.
STRATEGY AH 1.1.2	**Increase awareness of family, infant health, and early childhood health services with a primary focus on residents in Health Equity Zones in Williamson County.**
ACTION STEPS:	Promote the use of doula and midwives, CHWs, NPs, PAs, acupuncturists, massage therapists, and other evidence-based health and wellness providers.
	Promote WIC services.
	Promote referrals to maternal, infant health and early childhood health service screenings.
	Intentionally include fathers, grandparents and other supportive family and friends in the pregnancy and parenting process.
STRATEGY AH 1.1.3	**Provide technical assistance to partners to support the implementation of policies and programs that support needs for vulnerable populations (African Americans, Hispanics, Asian Americans, pregnant and breastfeeding mothers with children under six years of age, people with disabilities, and low-income aging people).**

ACTION STEPS:	Collaborate between coalitions, providers, health plans, Community Health Workers, and patient advocates to identify and remove barriers that individuals face in accessing current and new services procedures, and coverage.
	Form a leadership committee to coordinate activities and services for family, infant health, and early childhood health services.
STRATEGY AH 1.1.4	**Explore academic-business partnerships to connect residents to scholarships, apprenticeships, incentives, and paid internships for healthcare professionals and educators.**
ACTION STEPS:	Partner with Workforce Solutions Rural Capital Area, businesses, and school districts to identify programs and resources for residents of Williamson County Health Equity Zones.
	Encourage collaboration among universities, chambers of commerce, school district foundations and businesses to coordinate the implementation of scholarships, apprenticeships, incentives, and paid internships for multicultural/multilingual candidates.
STRATEGY AH 1.1.5	**Increase exposure to health careers to high school students through schools and other programs such as HOSA-Future Health Professionals.**
ACTION STEPS:	Participate in academic, city health, and career fairs and promote working in the healthcare industry.
	Promote participation of high school students in health-related volunteer opportunities in community-based organizations and clinics.
STRATEGY AH 1.1.6	**Increase training and technical assistance opportunities for the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Healthcare and Cultural Humility for partners in Williamson County.**
ACTION STEPS:	Coordinate and promote support, training, technical assistance, and use of the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Healthcare and Cultural Humility - PDF through trainings, meetings, events, social posts, and emails.
STRATEGY AH 1.1.7	**Research and share information on non-traditional methods of care delivery focusing on access, equity, quality, and costs of care in Health Equity Zones.**
ACTION STEPS:	Explore care delivery methods such as telehealth and mobile clinics.

	Promote partnerships between higher education, community partners, and health providers to pilot programs focused in Health Equity Zones.
OBJECTIVE AH 2.1	**By 2025, increase the proportion of adults whose health care provider ask them to describe how they will follow health instructions 5%. Baseline 25.6% to 30.6%. Source: Healthy People 2030/Health Literacy**
STRATEGY AH 2.1.1	**Explore health education opportunities tailored to the needs of Health Equity Zones.**
ACTION STEPS:	Recommend services and health education materials be offered in multiple languages and low literacy content.
	Encourage community partners to recruit, hire, train, and fund culturally and linguistically appropriate Community Health Workers, volunteers, and other staff.
	Increase events on www.healthywilliamsoncounty.org calendar promoting health education.
OBJECTIVE AH 3.1	**By 2025, increase the rate of adults that report having visited a doctor for a routine checkup within the past year by 5%. Baseline is 70.5% to 75.5%. Source: CDC PLACES**
STRATEGY AH 3.1.1	**Increase health promotion to community members on the importance of routine screenings.**
ACTION STEPS:	Provide education and screenings at food pantries, public housing, crisis centers, barbershops, schools, libraries, transitional houses, and community resource centers that serve at-risk populations.
STRATEGY AH 3.1.2	**Explore creating partnerships with local universities to collect, analyze, and share local data.**
ACTION STEPS:	Promote importance of early intervention screenings through social media campaigns.
	Promote the work of organizations focused on prevention and early detection of chronic disease.

CHRONIC DISEASE AND CHRONIC DISEASE RISK FACTORS ACTION PLAN FOCUS ON INCREASING HEALTHY FOOD ACCESS AND PHYSICAL ACTIVITY TO MEET COMMUNITY NEEDS	
GOAL CD 1	**Williamson County focuses on reducing the occurrence and severity of chronic disease through collaborative approaches that improve the health and well-being of all people.**
OBJECTIVE CD 1.1	**By 2025, increase the Food Environment Index, which measures food insecurity, from 7.8 to 8.**
STRATEGY CD 1.1.1	**Encourage collaboration among existing food systems organizations in Williamson County.**
ACTION STEPS:	Facilitate partnerships between community resource centers, churches, and food pantries to share best practices in Central Texas.
	Connect Williamson County food systems organizations to regional and state resources.
	Research partners to offer education on how to prepare healthy meals.
	Promote and support farmer markets, community gardens, food pantries in the community.
OBJECTIVE CD 2.1	**By 2025, decrease the percentage of adults who do not participate in any leisure-time activities (physical activities other than their regular job) during the past month from 16.9% to 16%. Source: Centers for Disease Control and Prevention.**
STRATEGY CD 2.1.1	**Explore collaboration with cities, schools, faith-based organizations, local transportation providers, and other partners to create free or low-cost opportunities for access to health and wellness resources and programming.**
ACTION STEPS:	Identify current free/low-cost chronic disease prevention resources/classes and identify areas with lack of resources.
	Advocate for cities with Health Equity Zones to increase recreational facilities in those areas.
	Increase public awareness for existing trails/parks/recreation programming in Health Equity Zones.
OBJECTIVE CD 3.1	**By 2025, increase designated Texas Mother-Friendly Worksites by 5% in Williamson County. Baseline is 50 sites. Source: Texas Mother-Friendly Worksite Directory.**
STRATEGY CD 3.1.1	**Promote worksite wellness policies and practices.**

ACTION STEPS:	Research which organizations have a wellness policy.
	Showcase employers with wellness programming to share best practices.
	Invite worksite wellness subject matter experts to give presentations for working group meetings.

MENTAL HEALTH AND WELL-BEING ACTION PLAN FOCUS ON BUILDING RESILIENCE BY IMPROVING MENTAL HEALTH FOR CHILDREN AND YOUTH AND MITIGATING THE IMPACT OF THE COVID-19 PANDEMIC	
GOAL MHWB 1	**Williamson County residents have access to high quality, equitable, affordable, and timely mental healthcare.**
OBJECTIVE MHWB 1.1	**By 2025, Increase enrollment and usage of Texas Child Health Access Through Telemedicine (TCHATT) in all 13 Williamson County School Districts. Baseline is 7 out of 13 school districts not fully onboard. Source: TCHATT District and Campuses - Smartsheet.com.**
STRATEGY MHWB 1.1.1	**Integrate behavioral health into primary healthcare systems and schools for individuals and families.**
ACTION STEPS	Promote the use of effective educational resources to improve public understanding of mental and substance use disorders and when to seek treatment.
	Increase awareness of effective 365/24/7 crisis services and systems to community partners.
	Support partners by promoting events, trainings, educational resources, curriculum, and services.
	Increase awareness of Texas Child Mental Health Care Consortium (TCMHCC) services.
OBJECTIVE MHWB 2.1	**By 2025, Reduce the Substantiated Child Abuse Rate in Williamson County from 4.7 cases/1,000 children to 2 cases/1,000 children. Source: TX Department of Family Services.**
STRATEGY MHWB 2.1.1	**Increase safeguards and education to empower families and communities to prevent and respond to neglect, abuse, and violence while supporting those who have experienced trauma or violence.**
ACTION STEPS	Connect families directly to parenting education and other community resources.
	Encourage pediatric providers to screen patients for Adverse Childhood Experiences and provide resources for their patients.
	Promote Mental Health First Aid Training for schools, community, and providers.

BEHAVIORAL HEALTH TASK FORCE ACTION PLAN **The Williamson County Behavioral Health Task Force focuses on countywide mental health policy and systems changes for all age groups.**	
GOAL BHTF 1	**WILLIAMSON COUNTY WILL ADVOCATE WITH REPRESENTATIVES IN THE TEXAS LEGISLATURE TO INCREASE AND SUSTAIN FUNDING FOR BEHAVIORAL HEALTH SERVICES THAT SUPPORT A ROBUST CONTINUUM OF CARE.**
OBJECTIVE BHTF 1.1	**Williamson County will work with the Texas legislature to increase and sustain local funding opportunities available through public/private partnerships.**
STRATEGY BHTF 1.1.1	**BHTF's subcommittee will commit to continue to work with the Conference of Urban Counties, Texas Council of Community Centers, Texas Sheriff's Association and Bluebonnet Trails Community Services to discuss identified gaps and develop an action plan.**
STRATEGY BHTF 1.1.2	**BHTF's subcommittee will provide legislative recommendations through developing talking points and preparing standardized materials and will present to BHTF during quarterly meetings.**
STRATEGY BHTF 1.1.3	**BHTF's subcommittee will organize for BHTF to host legislators to discuss the future of behavioral healthcare in Williamson County with possibility of discussion about local match to address identified gaps. Invite individuals with lived experience to share stories with legislature.**
ACTION STEPS:	Identify session priorities. Monitor legislation written and proposed.
	Identify necessary responses. Provide data and information to support and/or address changes needed.
GOAL BHTF 2	**WILLIAMSON COUNTY THROUGH COLLABORATION AND PARTNERSHIP WILL BEGIN A PILOT PROJECT OF A JAIL-BASED COMPETENCY RESTORATION PROGRAM REDUCING THE NUMBER OF DAYS FROM ARREST TO DISPOSITION OF COURT CASE.**
OBJECTIVE BHTF 2.1	**By 2025, the average number of days of incarceration for individuals with severe mental illness will decrease from established baseline, after implementation of jail-based competency restoration program in Williamson County. Source: *Baseline:* Average number of days individuals with severe mental illness remain in custody.**
STRATEGY BHTF 2.1.1	**A jail-based competency restoration committee will be formed to monitor success, identify any issues that may arise and ensure communication among involved agencies and departments.**

STRATEGY BHTF 2.1.2	**A baseline of average number of days of incarceration for individuals eligible for the jail-based competency restoration program will be identified.**
STRATEGY BHTF 2.1.3	**Bluebonnet Trails Community Services and the Williamson County Sheriff's Department (Corrections Division) will expand the jail-based competency restoration program.**
ACTION STEPS:	Start of jail-based competency restoration program.
	Create a dashboard to track activity.

According to the CDC, suicide rates increased approximately 36% between 2000–2021. Suicide was responsible for 48,183 deaths in the US in 2021, which is about one death every 11 minutes. The number of people who think about or attempt suicide is even higher. In 2021, an estimated 12.3 million American adults seriously thought about suicide, 3.5 million planned a suicide attempt, and 1.7 million attempted suicide, according to SAMHSA.

Suicide affects people of all ages. In 2021, suicide was among the top nine leading causes of death for people ages 10-64. Suicide was the second leading cause of death for people ages 10-14 and 20-34. Williamson County's age-adjusted mortality rate due to suicide of 13.5 per 100,000 population exceeds the Healthy People 2030 target of 12.8. (CDC Wonder)

GOAL BHTF 3	**WILLIAMSON COUNTY WILL CONTINUE TO WORK TO REDUCE THE STIGMA OF SEEKING BEHAVIORAL HEALTH SERVICES BY INCREASING PUBLIC AWARENESS THAT MENTAL HEALTHCARE IS AN IMPORTANT PART OF OVERALL HEALTHCARE AND WELLNESS.**
OBJECTIVE BHTF 3.1	**By 2025, Williamson County will create a data-informed suicide fatality review committee to gather appropriate data to identify community needs.**
STRATEGY BHTF 3.1.1	**Improve suicide-related data collection by receiving all reported cases from all four precincts.**
STRATEGY BHTF 3.1.2	**Suicide fatality review committee will define mission and scope of work, within legally authorized ability to pursue Objective BH.4.1.**
STRATEGY BHTF 3.1.3	**BHTF will host first suicide fatality committee review meeting after reviewing ethical and legal concerns and receiving approval from leadership.**
ACTION STEPS	Identify key professionals to inform a suicide fatality review committee.
	Explore obtaining suicide data from all four precincts via Juvenile/Probation meetings.
	Recruit key professionals and representatives from identified fields to join committee.

OBJECTIVE BHTF 4.1	**By 2025, Williamson County will work with mental health providers, non-profits, churches, schools, first responders, and the justice system to increase knowledge of risk factors of suicide and lifesaving resources available.**
STRATEGY BHTF 4.1.1	**Establish subcommittee to increase knowledge of risk factors of suicide and lifesaving resources available by forming a partnership with The American Foundation for Suicide Prevention (AFSP).**
ACTION STEPS:	Promote suicide prevention toolkits and curriculum for Williamson County to be made available on www.healthywilliamsoncounty.org.
	Develop a coordinated local public service announcement (PSA) campaign for Suicide Awareness (September) and Mental Health Awareness Month (May).
STRATEGY BHTF 4.1.2	**Increase efforts to train Williamson County residents on Mental Health First Aid/Suicide Prevention Training, including local businesses, schools, churches, and parents.**
ACTION STEP:	Utilize media outlets to promote the accomplishments in the community.
STRATEGY BHTF 4.1.3	**Explore creating an annual BHTF mental health conference.**
ACTION STEPS:	Identify and promote Suicide Prevention Social Media Toolkits.
	Conduct a public service announcement campaign.

CHILD AND YOUTH BEHAVIORAL HEALTH TASK FORCE ACTION PLAN

STEP UP Texas is a project funded by the U.S. Department of Justice to bring trauma-informed and restorative practices training and implementation support to school districts, law enforcement, and the judicial system to reduce racial and ethnic disparities in engagement with the juvenile justice system (JJDPA Title II, Part B, Core Requirement 4). It is a partnership between The University of Texas at Austin, Williamson County Juvenile Services, and STARRY. Initially funded in 2021, STEP UP Texas began providing training in Williamson County, Texas while also convening a Task Force of community and organizational stakeholders to better understand local challenges and possible solutions. In 2022, STEP UP Texas received additional funding to include implementation support alongside the training and to expand its reach to additional jurisdictions in Texas.

With this funding, Williamson County STEP UP Texas Task Force participants defined specific areas of activity that could be mobilized to address the challenges and opportunities identified during group discussions across the Sequential Intercept Modeling process. These opportunities were narrowed down to a list "priorities for change." Once the full list of priorities was established participants were given three votes, with the goal of identifying five priorities for action planning. The top five priorities established through this voting process are listed below. Task Force participants then identified key objectives and developed action plans for the top five priorities for change identified through the voting process described above. These top priorities were integrated into the 2023-25 CHIP.

THEME/GOAL CYBHTF 1	**IMPROVE SCHOOL-BASED DIVERSION & DISCIPLINARY ALTERNATIVE EDUCATIONAL PROGRAMS (DAEP).**
OBJECTIVE CYBHTF 1.1	**By 2025, Williamson County will reduce school-based expulsions/removals and referrals/arrests, especially related to zero tolerance policies. Baseline for Juvenile Justice Alternative Educational Programs (JJAEP) 2022-23 school year is a total of 104 Expulsions and 169 total school related referrals/arrests. Source: Williamson County JJAEP.**
STRATEGY CYBHTF 1.1.1	**Create a decision-making tree between police departments and school districts that allows for situational response.**
ACTION STEPS:	Education on Texas Education Code.

	Perform annual reviews.
	Provide transparent collaboration between districts for awareness and sharing of best practices.
STRATEGY CYBHTF 1.1.2	**Educate students regarding consequences (legal and life choices).**
ACTION STEPS:	Promote resources for K-12 curriculum for substance abuse, law enforcement interaction, and potential consequences.
	Promote public service announcements depicting making school threats, gun violence, vaping, etc.
	Provide effective communication to community and school staff regarding decisions.
STRATEGY CYBHTF 1.1.3	**Reform disciplinary alternate education programming by using and aligning trauma informed, relational and restorative practices in Williamson County.**
ACTION STEPS:	Conduct JJAEP tours.
	Increase collaboration between DAEP campuses.
	Offer trauma-informed training.
THEME/GOAL CYBHTF 2	**ELIMINATE SCHOOL VAPING IN WILLIAMSON COUNTY SCHOOLS**
OBJECTIVE CYBHTF 2.1	**By 2025, reduce school vaping in Williamson County schools. Baseline Total 104 Expulsions, 70% Felony Drug (THC vape pens). Source: Williamson County JJAEP.**
STRATEGY CYBHTF 2.1.1	**Form education and prevention subcommittee.**
ACTION STEPS:	Create a county-wide team to establish K-12 preventative education program for vaping and substance use.
	Recruit students, campus administration, law enforcement members teachers, prosecutors and judges.
STRATEGY CYBHTF 2.1.2	**Form intervention and postvention subcommittee.**

ACTION STEPS:	Establish a peer support group, by recruiting students, school counselors, community partners and restorative practice practitioners.
	Provide restorative practices training for campus employees and students.
	Create a toolkit of resources for campuses to use for additional support.
STRATEGY CYBHTF 2.1.3	**Form enforcement subcommittee.**
ACTION STEPS:	Create a structure with options for alternative/graduated consequences.
	Provide training for campuses on balanced disciplinary approach.
	Utilize Juvenile Probation: First Offender Program, law enforcement and school resource officers, campus administration and Chambers Taskforce.
THEME/GOAL CYBHTF 3	**INCREASE COMMUNITY AND STUDENT VOICE IN SHAPING SCHOOL SUPPORTS, RESOURCES, SEQUENTIAL INTERCEPT MODEL MAPPING WITH A FOCUS ON CULTURAL RESPONSIVENESS, REDUCING RACIAL DISPARITES AND THE CENTRAL ROLE OF THE FAMILY IN ALL SOLUTIONS.**
OBJECTIVE CYBHTF 3.1	**By 2025, form a committee representing community and student voices from each city in Williamson County.**
STRATEGY CYBHTF 3.1.1	**Increase community trust (students and their families).**
ACTION STEPS:	Identify key pillars of community (partners, students, and their families). Intentionally focus on those not currently participating in CYBHTF or HWC Coalition activities.
	Hold listening session in those communities.
	Create a survey for those not comfortable participating verbally and/or publicly.
	Determine which questions to ask in listening sessions and surveys.
	Partner with appropriate organizations to survey entire community (Kindergarten-higher education).
	Create a title and recognition program and structure for this large group and the community groups.

	Partner with The Georgetown Project to build on their Youth Council and Youth Summit concept.
	Involve partners in leadership and decision-making process of CHBHTF and HWC Coalition activities.
THEME/GOAL CYBHTF 4	**IMPROVE BEHAVIORAL HEALTH SYSTEMS OF SUPPORT & DISCIPLINE REFORM.**
OBJECTIVE CYBHTF 4.1	**By 2025, decrease the number of referrals to JJAEP that could be handled by prevention programming.**
STRATEGY CYBHTF 4.1.1	**Expand focus of identifying and addressing root cause related to behavior linked to school discipline.**
ACTION STEPS:	Support school districts in revising Code of Conduct, discipline policies, and discipline practices based on findings from SIM mapping exercise.
	Measure recidivism rates, district wide.
	Measure levels of care accessed; district wide.
	Measure the number of students going to JJAEP.
	Measure the number of students needing hospitalization, district wide.
	Identify champions for change in leadership, district wide.
STRATEGY CYBHTF 4.1.2	**Connect students with multi-tiered systems of support through a blend of school and community resources.**
ACTION STEPS:	Identify champions for change.
	Promote an automatic referral to mental health/behavioral services at beginning and end of disciplinary referrals in all Williamson County schools.
	Connect students with proactive, universal prevention services (Tier 1) and prosocial activities (SPARKS), especially those who lose access to those supports due to exclusionary discipline on their own campuses.

	Provide school districts with a layered continuum of evidence-based practices that ensures that every student receives equitable academic and behavioral support that is culturally responsive, matched to need, and developmentally appropriate.
THEME/GOAL CYBHTF 5	**Lack of accessible residential treatment options (outside of juvenile justice placement) is a significant gap in the county. Behavioral health hospitals are not able to serve some of the youth in greatest need** (homicidal ideation, physical aggression, intellectual difficulties, substance use, and youth who are "too acute" and require a high level of staffing)
OBJECTIVE CYBHTF 5.1	**By 2025, increase residential treatment placement options in Williamson County.**
STRATEGY CYBHTF 5.1.1	**Use subcommittee to explore options for increasing, expanding, and creating hybrid funding stream options for more residential facilities and beds.**
ACTION STEPS:	Collect multi-agency county-wide data related to youth unable to admit to behavioral health hospitals and residential treatment centers.
	Explore partnerships with Medicaid.
	Prioritize Tricare.
	Advocate for vulnerable populations.
	Explore privatization options.
STRATEGY CYBHTF 5.1.2	**Continue advocating for increased options with expanded accessibility and work downstream to identify need for behavioral health intervention sooner, especially options for those vulnerable populations that are typically excluded from placement.**
ACTION STEPS:	Collaborate with county commissioners, law enforcement, HHSC, Medicaid, comptrollers, legislation, churches, grass root groups coalition/ task forces, BTCS, funders, and foundations.
	Collect data from partner organizations.
STRATEGY CYBHTF 5.1.3	**Increase and improve training for assessment and placement staff.**
ACTION STEPS:	Research models in other states.
	Explore innovative ways to improve retention and recruitment of staff.
	Explore academic partnerships to develop a certification and/or career development pathway to encourage promotion and retention.

SOCIAL AND STRUCTURAL DETERMINANTS OF HEALTH ACTION PLAN FOCUS ON IMPROVING BASIC NEEDS (HOUSING, TRANSPORTATION, BROADBAND INTERNET ACCESS, AND LIVING WAGES) FOR ALL AND ELIMINATING ETHNIC AND RACIAL SEGREGATION.	
GOAL SDOH 1	**Williamson County residents will have equitable opportunities for well-being and success by providing input on needs and services.**
OBJECTIVE SDOH 1.1	**By 2025, reduce incidence of the 65+ population with an independent living difficulty by 5% from 12.1% to 7.1%. Source: American Community Survey.**
STRATEGY SDOH 1.1.1	**Encourage collaboration with partners providing services for aging adults, people with disabilities, and their caregivers.**
ACTION STEPS:	Provide community engagement opportunities for aging adults, people with disabilities and their caregivers to provide input on needs and services.
	Promote organizations focused on the age 65+ population, such as AGE of Central Texas, that provide resources for aging people.
GOAL SDOH 2	**Williamson County residents will be able to easily locate and navigate resources for utility assistance, affordable housing, employment, transportation, and other financial resources to reduce/prevent homelessness and poverty.**
OBJECTIVE SDOH 2.1	**By 2025, reduce the number of "No Services Exists" response by 5% for Williamson County United Way 2-1-1 callers. Source: United Way 2-1-1 2022 Annual Calls for Service - Reason-No Services Exist. Baseline is 471 calls.**
STRATEGY SDOH 2.1.1	**Collaborate with potential partners (Community First, Mobile Loaves and Fishes, Family Eldercare, Dell Section 3, Hope Alliance, Housing Foundation, Wilco Homeless Coalition and other non-profits) to provide resources for the unsheltered population.**
ACTION STEPS:	Collect data from law enforcement, crisis teams and other partners to surveil unsheltered persons status.
	Hold community outreach events to provide resources and services.
	Promote participation in the annual point-in-time count.

STRATEGY SDOH 2.1.2	**Explore collaboration with cities, elected officials, transportation providers (e.g., CARTS, CapMetro, Drive a Senior, Faith-In-Action and healthcare and insurance providers.**
ACTION STEPS:	Promote and encourage the use of public transportation and paratransit services in the county.
	Advocate for the expansion the definition of medical visits to include WIC appointments and trips to food pantries, grocery stores and thrift stores to obtain necessities that influence health, especially in food deserts and rural areas of Williamson County.
	Support community-based healthcare service delivery models to support whole person integrated and coordinated care to improve physical health and behavioral health outcomes.
OBJECTIVE SDOH 3.1	**By 2025, decrease ratio of certified Community Health Workers in Williamson County from 15,765 to 1, to 10,000 to 1. Source: Texas Health Data - Health Profession Fact Sheets.**
STRATEGY SDOH 3.1.1	**Promote concept of local community members to be trained as community health workers.**
ACTION STEPS	Participate in local community health worker collaboratives.
	Promote the work of Texas Association of Promotores & Community Health Workers (TAPCHW)
	Share resources and opportunities via working group and community coalition meetings.
	Invite Subject Matter Experts (SME)s to present at working group meetings and community coalition meetings.

POTENTIAL PARTNERS

-A-
Addressing Cancer Together-United Way (ACT)
AGE of Central Texas
Amerigroup
Annunciation Maternal Home
Any Baby Can
Area Health Education Center (AHEC)
Ascension Seton Williamson

-B-
Baylor Scott & White
Behavioral Health Organizations
Behavioral Health Task Force
Bluebonnet Trails Community Services
Bridges to Growth
Brighter Days Food Pantry

-C-
Capitol Area Rural Transit Services (CARTS)
CapMetro
Caring Place, The
Carver Family Resource Center
Catholic Charities of Central Texas
Cedar Crest Psychiatric Hospital
Cedar Park Regional Medical Center
Cenikor
Central Texas Food Bank
Child Protective Services
Community Health Connect

-D-
Dell Children's Medical Center
Department of State Health Services
Dickey Givens and Multipurpose Center
Dieticians of Central Texas
Drive a Senior

-E-
Eastern Williamson County Collaborative
Educating Texas Healthforce for Optimal Success Collaborative (ETHOS)

-F-
Faith in Action Georgetown
Findhelp.org

-G-
Georgetown Behavioral Health Institute
Georgetown Housing Authority
Georgetown ISD
Georgetown Parks and Recreation Dept.
Girls Empowerment Network
Good Life Taylor
Goodwill of Central Texas

-H-
Head Start
Helping Hands of Georgetown
Hill Country Community Ministries
Hope Alliance
Hutto ISD
Hutto Resource Center

-I-
Interagency Support Council of Eastern Williamson County

-J-
Jail to Jobs

-L-
Leander ISD
Liberty Hill ISD
Lone Star Circle of Care

-M-
Maximus
Mother's Milk Bank Austin

-O-
Operation Liberty Hill
Opportunities for Williamson and Burnet Counties (OWBC)

-P-
Postpartum Health Alliance of Texas
Postpartum Support International

-R-
Reveal Resource Center
Rock Springs Hospital
Round Rock Housing Authority
Round Rock ISD
Round Rock Volunteer Center

-S-
Sacred Heart Community Clinic
Senior Access
Shepherd's Heart Food Pantry
St. David's Georgetown Hospital
St. David's Round Rock Medical Center
State Office of Rural Health (SORH)
Suicide fatality review committee members
Sustainable Food Center

-T-
Taylor Housing Authority

Taylor ISD Taylor Moms Group Taylor Parks and Recreation Texas A&M Texas Area Health Education Center (AHEC) Texas Council of Community Centers Texas Department of Agriculture Texas Department of Health Services Texas Health Steps Texas Organization of Rural and Community Hospitals (TORCH) Texas Sheriff's Association Texas State University Texas Workforce Solutions Rural Capital Are Timothy Center TGP Bridges to Growth Program **-U-** Unite Us United Way for Greater Austin University of Texas Austin-Population Health Department & Dell Medical School **-W-** Well Church Williamson County Children's Advocacy Center Williamson County and Cities Health District (WCCHD) Williamson County Community Resource Cent	Williamson County District Attorney's Office Williamson County Emergency Medical Services (EMS) Williamson County Homeless Coalition Williamson County Interagency Working Group Williamson County Jail Williamson County Juvenile Justice Services Williamson County Medical Reserve Corps Williamson County Probation Services Williamson County Sheriff's Department Georgetown Health Foundation Women, Infants and Children (WIC)	

APPENDIX A: PARTNER PLAN

Wilco Success By 6 Coalition (SX6) Coalition Plan Themes 2022-25

This Success By 6 (SX6) Strategic Plan is a community-wide roadmap that ensures all children in Williamson County enter Kindergarten happy, healthy, and prepared to succeed in school and beyond. www.unitedwayaustin.org/success-by-6-wilco/

Healthy Beginnings
Goal All pregnant moms receive early and regular prenatal care. All children receive physical healthcare, developmental and mental health supports, and community resources they need to thrive throughout their childhood.

Supported Families
Goal Families have access to and use the resources that provide them with the knowledge, skills, confidence, and social supports to positively nurture the health, safety, and development of their children, and develop greater financial stability.

Quality Care and Education
Goal Children and families are informed and able to access high-quality early learning environments that demonstrate positive developmental outcomes for all children (including children with unique developmental and cultural needs) through competent, responsive, and caring relationships. Caregivers are paid as professionals and can increase their own economic stability through career pathways.

Safe and Stimulating Communities
Goal Public and private sectors in Williamson County work together to ensure that the community has the resources and infrastructure to deliver services to children and their families and to provide a safe and healthy environment in which to raise children.

PRIORITY STRATEGIES
The focus is on specific groups Coalition work can be an effective force to reduce disparities among certain groups. As the new Wilco Success by 6 group defines its action steps for each strategy, the group should review the following research-backed disparities at each meeting. Stakeholders can plan to intentionally address these inequities by focusing on certain areas of the county, such as Taylor, and on certain groups, such as Black women.

Key Data Points Considered:
Black women are more likely to:
Give birth prematurely, have babies with low birth weight, Black and Hispanic children are less likely to be school ready, and Taylor has a higher incidence of child abuse and neglect.

APPENDIX B: ACKNOWLEDGEMENTS

The dedication, expertise, and leadership of many organizations and individuals made the 2023-2025 Williamson County CHIP possible. The Williamson County and Cities Health District (WCCHD) convened this project and coordinated the development with the HWC Coalition. Individuals representing city and county governments, non-profits, healthcare groups and providers, colleges, school districts, faith-based groups, community organizations, businesses, and community members contributed immensely to the health improvement process. The CHIP is the community's plan to improve the health of the community.

Community Health Improvement Planning Team

Lead: Valerie Zapien	Coalition Coordinator, WCCHD
Co-Lead: Deb Strahler	Director of Marketing and Community Engagement, WCCHD
Anjali Venkatesh	Research Specialist, WCCHD
Chethana Manjunath	Research Specialist, WCCHD
Orin Heintschel	Data Team Lead, WCCHD
Mehgan Murray	Communications Specialist, WCCHD
Caroline Hilbert	Executive Director, WCCHD
Ray Langlois	Everyone Thrives Consultant Services

Healthy Williamson County Working Group Participants by Organization

DeLeon, Roger	Amerigroup
Flores, Cynthia	Annunciation Maternal Home
Damron, Renee	Any Baby Can
Holland, Charlotte	Ascension Seton
Scott, J	Ascension Seton
Cherson, Leah	Ascension Texas Medical Response Unit
Eller, Shannon	Baylor Scott & White Health Hospice
Vasquez, Aelissa	BGC of Georgetown
Deb Miller	Blue Apple Express
Trinite, Brittany	Blue Sky Abilities
Hawley, Vanessa	Bluebonnet Trails Community Services
McNicoll, Kristy	Bluebonnet Trails Community Services

Richardson, Andrea	Bluebonnet Trails Community Services
Serrano, Jose	Bluebonnet Trails Community Services
Bettis, Terri Sue	Brighter Days Food Pantry
Collins, Ed	Capitol Area Rural Transit Services
Platt, Dana	Capital Area Rural Transit Services
De Olaguibel, Sarah	Catholic Charities of Central Texas
Morgan-Scott, Claudette	Cedar Crest Psychiatric Hospital
Spear, Mary Clare	Cedar Park Regional Medical Center
Guerra, Kayla	Cenikor
Bravo, Beatriz,	Central Texas Food Bank
Sinicropi, Tara	Central Texas Food Bank
Union, Scott	Community Member
Boyer, Arlene	Community Member
Tripp, Marge	Community Member-Retired WCCHD
Cossey, Melissa	Dell Children's Medical Center
Setterquist, Mary	Dell Children’s
Martinez, Zenaida	Dell Children’s Health Plan
Lopez, Wendolyn	Dell Children’s Health Plan
Born, Laurie	Dickey Museum & Multipurpose Center
Thorson, Beth	Dietitians of Central Texas-Retired
Young, Carla	Drive a Senior Northwest
Hubbard, Jana,	Department of State Health Services
Hussey, Jacqueline	Department of State Health Services
Hill, Lisa	Faith in Action Georgetown
Potts, Joseph	Full Life Services, Inc.
Quiroz, Georgia	Georgetown Behavioral Health Institute
Parks, LTanya	Georgetown Behavioral Health Institute
Blanck, Stephanie	Georgetown Independent School District
Bettis, Terri Sue	Hill Country Church Ministries
Chimento, Kandy	Hill Country Church Ministries
Hollaway, Tiesa	Hill Country Church Ministries
Renaud, Aaron	Hill Country Community Ministries

Motal, Travis	Liberty Hill Independent School District
Meredith, Stacy	LifeSteps Council
Rizvi, Alina	LifeSteps Council
Sielaff, Rosana	LifeSteps Council
Miller, Marilyn	Maximus
Plancarte, Elvia	Maximus
Prince, Cynthia	Opportunities for Williamson and Burnet Counties
Ramirez, Dulce	Opportunities for Williamson and Burnet Counties
Martinez, Debbie	Opportunities for Williamson and Burnet Counties- Head Start
Pollard, Simone	Pflugerville Independent School District
Jones, Sarina	Pregnancy and Postpartum Health Alliance of Texas
Kocen, Lindsay	RecoveryATX-Peer Specialist/Consultant UT Austin
Hefner, Brandy	Round Rock Independent School District
Bradfield, Barbara	Round Rock Independent School District
Steiner, Tina	Round Rock Independent School District
Nunez, Monica	Sacred Heart Community Clinic
Gonzales, Dee	Sacred Heart Community Clinic
Goebem, Andrea	Samaritan Health Ministries
Hindes, Betsy	Samaritan Health Ministries
Lacasse, Serita	Senior Access
Pryor, Deneice	Texas Department of Health Services
Caulder-Fine, Pamela	Texas Department of State Health Services
Rosado-Santiago, Enrique	Texas Health Steps/Medicaid
Galles, Michelle	Texas State University
Hughes, Monica	Texas State University St David’s School of Nursing
Paladino, Andrea	Texas State University, School of Nursing
Belcik, Kim	Texas State University, St. David's School of Nursing
Copeand, Christi	Timothy Center
Youngblood, Rondel	Unite Us
Light, Dorothy	United Way-Community Health Connect/Pathways HUB-Maternal and Infant Health Co-Chair
Fogle, Casey	United Way for Greater Austin
Santesteban, Martina	United Way for Greater Austin-Central Texas Perinatal Coalition

Adams, Zoe	Williamson County and Cities Health District
Cavazos, Jacqueline	Williamson County and Cities Health District
Kennedy, Emperatriz	Williamson County and Cities Health District
Lopez, Elizabeth	Williamson County and Cities Health District
Manjunath, Chethana	Williamson County and Cities Health District
Martinez-Samaniego, Maria	Williamson County and Cities Health District
Murray, Kelsey	Williamson County and Cities Health District
Saraswate, Asha	Williamson County and Cities Health District
Zabaleta, Erica	Williamson County and Cities Health District
Valdez, Julieta	Williamson County and Cities Health District
Halstead-Bohac, Sandi	Williamson County and Cities Health District
Jarosek, Amy	Williamson County Emergency Medical Services
King, Terri	Williamson County Emergency Medical Services
Algiere, Tori	Williamson County Children’s Advocacy Center
Deazvedo, Jennifer	Williamson County Children’s Advocacy Center
Gibson, Sharron	Williamson County Children's Advocacy Center
Lewis, Darlene	Williamson County Children’s Advocacy Center
Martinez, Elena	Williamson County Children’s Advocacy Center
Cook, Terry	Williamson County Commissioner
Rendon, Celeste	Williamson County Juvenile Services
Watts, Julie	Williamson County Probation Services

Behavioral Health Task Force and Child and Youth Behavioral Health Task Force CHIP Planning Team

BHTF Chair: Kathy Pierce
BHTF Commissioners Court Liaison: Valerie Covey
CYBHTF Chair: Matt Smith
CYBHTF Chair: Linda Meigs

Austin Police Department
Bluebonnet Trails Community Services
Cedar Park Police Department
Georgetown Police Department
Precinct 2
Precinct 3
Williamson County Juvenile Services
Community Advocate

Hutto Police Department
Leander Police Department
Round Rock Independent School District
Round Rock Police Department
Seton Hospital
Williamson County Attorney's Office
Williamson County and Cities Health District
Williamson County Juvenile Justice
Williamson County Sheriff's Department (Law Enforcement and Corrections)

Child and Youth Behavioral Health Task Force Subcommittees

School-based Diversion and Disciplinary Alternative Education Program Improvement Workgroup Members:

Kaitlyn Bruch, Williamson County Juvenile Services / STEP UP
Rachelle Finck, Taylor ISD
Dr. Stephanie House, Georgetown ISD
Bryan Miller, Leander ISD
Chief Dennis Weiner, Round Rock ISD PD
Jeff Strickland, Leander ISD
Nanette Deaton; Region 13
Javier Rodriguez, Hutto ISD PD
Tine Steiner, Round Rock ISD
Lead: Tara Stewart, Williamson County Juvenile Services/ Georgetown ISD (JJAEP)

School Vaping Workgroup Members:

Chief William Edwards, Hutto PD
Heather Stoner, Georgetown ISD
Layla Fry, Meadows Mental Health Policy Institute
Teddy Jones, STEP UP Texas
Corby Holcomb, County Attorney's Office
Lead: Dan Tuiasosopo, Williamson County Juvenile Services

Youth and Family Voice Workgroup Members:

Leslie Janca, The Georgetown Project
Valerie Zapien, Williamson County & Cities Health District
Julie Watts, Williamson County Juvenile Services
Quincy Griffin, Taylor Community Member
Nita Riggins, STARRY/Carver Center for Families
Brigid Cooley, The Georgetown Project NEST
Kristi Montes, STEP UP Texas
Jose Serrano, Bluebonnet Trails Community Services
Rohan Satija, Community Member – Westwood High School
Lead: Jamie Maas, Williamson County Juvenile Services

School Behavioral Health Systems of Support and Discipline Reform Workgroup Members:

Candi Gadison, Impact Counseling
Ashley Wiseman Norment, Georgetown ISD
Rachelle Finck, Taylor ISD
Chief Dennis Weiner
Round Rock ISD PD
Mason Chambers, Rock Springs
Michelle Aguayo
Lead: Jen Porter, Hutto ISD

Residential Treatment Options Workgroup Members:

Julie Bijou, Williamson County Juvenile Services
Jon Hodgkiss, Williamson County Sheriff's Office
Mike Maples, Bluebonnet Trails
Bebe Johnson, Texas Baptist Children's Home
Michael Decker, Williamson County Juvenile Services
Mason Chambers, Rock Springs Hospital
Dawn Jennings, Georgetown ISD
Gina Torres, DFPS
Nate Jones, Georgetown Behavioral Health Institute
Lead: Heather Robison, Williamson County Juvenile Services

APPENDIX C: CONSENSUS-BASED STRATEGIC PLANNING ACTIVITY

Padlet activities

Visioning Exercise

Time: 45 minutes

School Health Working Group, Maternal and Infant Health, Healthy Living Working Groups and East Williamson County Collaborative. Along with individual one-on-one sessions with Taylor ISD, Round Rock ISD, Liberty Hill ISD, CARTS Marketing and Outreach Coordinator, LifeSteps Council, Behavioral Health Task Force and Child and Youth Behavioral Task Force, Williamson County Juvenile Probation Supervisor, Operation Liberty Hill, Reveal Resource Center, GTC Connect, OWBC, WilCo Homeless Coalition, Wilco IWG , Wilco Success by Six, WCCAC, City of Cedar Park Human Resources, The Georgetown Project Collaborative for Children, Samaritan Health Ministries, Central Texas Network Weavers, State Office of Rural Health, and Central Texas Perinatal Coalition.

- Facilitator presents topics to each large group.
    - Priority Issues/Focus Areas, Current Work in these Areas, Challenges that You Experience or Foresee, Accomplishments and Program Shout Outs, Concerns Moving Forward and Opportunities
- Facilitator will type ideas into Padlet.
- Facilitator will ask group to identify similar topics and group them together with a common heading/theme and transfer onto flipchart.
- Facilitator will make sure that consensus is reached (both writers of similar topics will agree that they should be grouped together)
- Participants will narrow down to top 3 Topics to continue to work on
    - Use stickers for group to vote – prioritization of topics.

Goals, Objectives, Strategies Exercise

Time: 15 minutes for goals, 15 minutes for objectives, 15 minutes for strategies

- Facilitator will review all Priority Issues/Focus areas with large group.
- Attendees are given QR code to login to Padlet activity.
- Attendees type all ideas for goals, objectives, and strategies directly into Padlet under each focus area.

APPENDIX D: ACRONYMS

ACRONYM	DESCRIPTION
ACEs	Adverse Childhood Experiences
AH	Access to Healthcare Health Priority
AHEC	Texas Area Health Education Center
ALICE	Asset Limited, Income Constrained, Employed
BHTF	Behavioral Health Task Force
BTCS	Bluebonnet Trails Community Services
CAPCOG	Capital Area Council of Governments
CARTS	Capital Area Rural Transit System
CD	Chronic Disease and Chronic Disease Risk Factors Health Priority
CDC	Center for Disease Control
CHA	Community Health Assessment
CHIP	Community Health Improvement Plan
CLAS	Culturally and Linguistically Appropriate Services
CYBHTF	Child Youth Behavioral Health Task Force
DAEP	Disciplinary Alternative Educational Program
DSHS	Texas Department of State Health Services
EMS	Williamson County Emergency Medical Services
ETHOS	Educating Texas' Healthforce for Optimal Success Collaborative
HEZ	Health Equity Zone
HL	Healthy Living
HP2030	Healthy People 2030
HWC	Healthy Williamson County
IDD	Intellectual and Developmental Disabilities
ISD	Independent School District
JJAEP	Juvenile Justice Alternative Educational Placement
LSC	LifeSteps Council on Alcohol and Drugs
MAPP	Mobilizing for Action through Planning and Partnerships

MHWB	Mental Health and Well-being Health Priority
MIH	Maternal and Infant Health
NACCHO	National Association of County and Cities Health Officials
OWBC	Opportunities for Williamson and Burnet Counties
SAMHSA	Substance Abuse and Mental Health Services Administration
SX6	United Way's Wilco Success by Six Coalition
SDOH	Social and Structural Health Determinants Health Priority
SH	School Health
SHAC	School Health Advisory Council
SIM	Sequential intercept Model
SMARTIE	Specific, Measurable, Achievable, Realistic, Time-Bound, Inclusive and Equitable
SNAP	Supplemental Nutrition Assistance Program
SORH	State Office of Rural Health
TCMHCC	Texas Child Mental Health Care Consortium
TORCH	Texas Organization of Rural and Community Hospitals
WCCAC	Williamson County Children's Advocacy Center
WCCHD	Williamson County and Cities Health District
WSRCA	Workforce Solutions Rural Capital Area
WIC	Women, Infants and Children

APPENDIX E: REFERENCES

2022 Williamson County Community Health Assessment (2022 WilCo CHA). Williamson County and Cities Health District (WCCHD), Mar. 2022, www.healthywilliamsoncounty.org/cha.

https://www.healthywilliamsoncounty.org/content/sites/wcchd/2022cha/2022WilliamsonTXCHA_FINAL.pdf

Healthy People 2030 | health.gov [Internet]. Available from https://health.gov/healthypeople

"LifeSteps Coalition." LifeSteps, www.lifestepscouncil.org/coalition/.

"Mobilizing for Action through Planning and Partnerships (MAPP)." NACCHO, www.naccho.org/programs/public-health-infrastructure/performance-improvement/community-health-assessment/mapp.

National CLAS Standards (hhs.gov)

Sequential intercept model mapping report for Williamson County. Policy Research Associates, Oct. 2019. Delmar, NY.

www.healthywilliamsoncounty.org

BEHAVIORAL HEALTH TASK FORCE ACTION PLAN **The Williamson County Behavioral Health Task Force focuses on countywide mental health policy and systems changes for all age groups.**	
GOAL BHTF 1	**WILLIAMSON COUNTY WILL ADVOCATE WITH REPRESENTATIVES IN THE TEXAS LEGISLATURE TO INCREASE AND SUSTAIN FUNDING FOR BEHAVIORAL HEALTH SERVICES THAT SUPPORT A ROBUST CONTINUUM OF CARE.**
OBJECTIVE BHTF 1.1	**Williamson County will work with the Texas legislature to increase and sustain local funding opportunities available through public/private partnerships.**
STRATEGY BHTF 1.1.1	**BHTF's subcommittee will commit to continue to work with the Conference of Urban Counties, Texas Council of Community Centers, Texas Sheriff's Association and Bluebonnet Trails Community Services to discuss identified gaps and develop an action plan.**
STRATEGY BHTF 1.1.2	**BHTF's subcommittee will provide legislative recommendations through developing talking points and preparing standardized materials and will present to BHTF during quarterly meetings.**
STRATEGY BHTF 1.1.3	**BHTF's subcommittee will organize for BHTF to host legislators to discuss the future of behavioral healthcare in Williamson County with possibility of discussion about local match to address identified gaps. Invite individuals with lived experience to share stories with legislature.**
ACTION STEPS:	Identify session priorities. Monitor legislation written and proposed.
	Identify necessary responses. Provide data and information to support and/or address changes needed.
GOAL BHTF 2	**WILLIAMSON COUNTY THROUGH COLLABORATION AND PARTNERSHIP WILL BEGIN A PILOT PROJECT OF A JAIL-BASED COMPETENCY RESTORATION PROGRAM REDUCING THE NUMBER OF DAYS FROM ARREST TO DISPOSITION OF COURT CASE.**
OBJECTIVE BHTF 2.1	**By 2025, the average number of days of incarceration for individuals with severe mental illness will decrease from established baseline, after implementation of jail-based competency restoration program in Williamson County. Source: *Baseline:* Average number of days individuals with severe mental illness remain in custody.**
STRATEGY BHTF 2.1.1	**A jail-based competency restoration committee will be formed to monitor success, identify any issues that may arise and ensure communication among involved agencies and departments.**

STRATEGY BHTF 2.1.2	**A baseline of average number of days of incarceration for individuals eligible for the jail-based competency restoration program will be identified.**
STRATEGY BHTF 2.1.3	**Bluebonnet Trails Community Services and the Williamson County Sheriff's Department (Corrections Division) will expand the jail-based competency restoration program.**
ACTION STEPS:	Start of jail-based competency restoration program.
	Create a dashboard to track activity.

According to the CDC, suicide rates increased approximately 36% between 2000–2021. Suicide was responsible for 48,183 deaths in the US in 2021, which is about one death every 11 minutes. The number of people who think about or attempt suicide is even higher. In 2021, an estimated 12.3 million American adults seriously thought about suicide, 3.5 million planned a suicide attempt, and 1.7 million attempted suicide, according to SAMHSA.

Suicide affects people of all ages. In 2021, suicide was among the top nine leading causes of death for people ages 10-64. Suicide was the second leading cause of death for people ages 10-14 and 20-34. Williamson County's age-adjusted mortality rate due to suicide of 13.5 per 100,000 population exceeds the Healthy People 2030 target of 12.8. (CDC Wonder)

GOAL BHTF 3	**WILLIAMSON COUNTY WILL CONTINUE TO WORK TO REDUCE THE STIGMA OF SEEKING BEHAVIORAL HEALTH SERVICES BY INCREASING PUBLIC AWARENESS THAT MENTAL HEALTHCARE IS AN IMPORTANT PART OF OVERALL HEALTHCARE AND WELLNESS.**
OBJECTIVE BHTF 3.1	**By 2025, Williamson County will create a data-informed suicide fatality review committee to gather appropriate data to identify community needs.**
STRATEGY BHTF 3.1.1	**Improve suicide-related data collection by receiving all reported cases from all four precincts.**
STRATEGY BHTF 3.1.2	**Suicide fatality review committee will define mission and scope of work, within legally authorized ability to pursue Objective BH.4.1.**
STRATEGY BHTF 3.1.3	**BHTF will host first suicide fatality committee review meeting after reviewing ethical and legal concerns and receiving approval from leadership.**
ACTION STEPS	Identify key professionals to inform a suicide fatality review committee.
	Explore obtaining suicide data from all four precincts via Juvenile/Probation meetings.
	Recruit key professionals and representatives from identified fields to join committee.

OBJECTIVE BHTF 4.1	**By 2025, Williamson County will work with mental health providers, non-profits, churches, schools, first responders, and the justice system to increase knowledge of risk factors of suicide and lifesaving resources available.**
STRATEGY BHTF 4.1.1	**Establish subcommittee to increase knowledge of risk factors of suicide and lifesaving resources available by forming a partnership with The American Foundation for Suicide Prevention (AFSP).**
ACTION STEPS:	Promote suicide prevention toolkits and curriculum for Williamson County to be made available on www.healthywilliamsoncounty.org.
	Develop a coordinated local public service announcement (PSA) campaign for Suicide Awareness (September) and Mental Health Awareness Month (May).
STRATEGY BHTF 4.1.2	**Increase efforts to train Williamson County residents on Mental Health First Aid/Suicide Prevention Training, including local businesses, schools, churches, and parents.**
ACTION STEP:	Utilize media outlets to promote the accomplishments in the community.
STRATEGY BHTF 4.1.3	**Explore creating an annual BHTF mental health conference.**
ACTION STEPS:	Identify and promote Suicide Prevention Social Media Toolkits.
	Conduct a public service announcement campaign.

CHILD AND YOUTH BEHAVIORAL HEALTH TASK FORCE ACTION PLAN

STEP UP Texas is a project funded by the U.S. Department of Justice to bring trauma-informed and restorative practices training and implementation support to school districts, law enforcement, and the judicial system to reduce racial and ethnic disparities in engagement with the juvenile justice system (JJDPA Title II, Part B, Core Requirement 4). It is a partnership between The University of Texas at Austin, Williamson County Juvenile Services, and STARRY. Initially funded in 2021, STEP UP Texas began providing training in Williamson County, Texas while also convening a Task Force of community and organizational stakeholders to better understand local challenges and possible solutions. In 2022, STEP UP Texas received additional funding to include implementation support alongside the training and to expand its reach to additional jurisdictions in Texas.

With this funding, Williamson County STEP UP Texas Task Force participants defined specific areas of activity that could be mobilized to address the challenges and opportunities identified during group discussions across the Sequential Intercept Modeling process. These opportunities were narrowed down to a list "priorities for change." Once the full list of priorities was established participants were given three votes, with the goal of identifying five priorities for action planning. The top five priorities established through this voting process are listed below. Task Force participants then identified key objectives and developed action plans for the top five priorities for change identified through the voting process described above. These top priorities were integrated into the 2023-25 CHIP.

THEME/GOAL CYBHTF 1	**IMPROVE SCHOOL-BASED DIVERSION & DISCIPLINARY ALTERNATIVE EDUCATIONAL PROGRAMS (DAEP).**
OBJECTIVE CYBHTF 1.1	**By 2025, Williamson County will reduce school-based expulsions/removals and referrals/arrests, especially related to zero tolerance policies. Baseline for Juvenile Justice Alternative Educational Programs (JJAEP) 2022-23 school year is a total of 104 Expulsions and 169 total school related referrals/arrests. Source: Williamson County JJAEP.**
STRATEGY CYBHTF 1.1.1	**Create a decision-making tree between police departments and school districts that allows for situational response.**
ACTION STEPS:	Education on Texas Education Code.

	Perform annual reviews.
	Provide transparent collaboration between districts for awareness and sharing of best practices.
STRATEGY CYBHTF 1.1.2	**Educate students regarding consequences (legal and life choices).**
ACTION STEPS:	Promote resources for K-12 curriculum for substance abuse, law enforcement interaction, and potential consequences.
	Promote public service announcements depicting making school threats, gun violence, vaping, etc.
	Provide effective communication to community and school staff regarding decisions.
STRATEGY CYBHTF 1.1.3	**Reform disciplinary alternate education programming by using and aligning trauma informed, relational and restorative practices in Williamson County.**
ACTION STEPS:	Conduct JJAEP tours.
	Increase collaboration between DAEP campuses.
	Offer trauma-informed training.
THEME/GOAL CYBHTF 2	**ELIMINATE SCHOOL VAPING IN WILLIAMSON COUNTY SCHOOLS**
OBJECTIVE CYBHTF 2.1	**By 2025, reduce school vaping in Williamson County schools. Baseline Total 104 Expulsions, 70% Felony Drug (THC vape pens). Source: Williamson County JJAEP.**
STRATEGY CYBHTF 2.1.1	**Form education and prevention subcommittee.**
ACTION STEPS:	Create a county-wide team to establish K-12 preventative education program for vaping and substance use.
	Recruit students, campus administration, law enforcement members teachers, prosecutors and judges.
STRATEGY CYBHTF 2.1.2	**Form intervention and postvention subcommittee.**

ACTION STEPS:	Establish a peer support group, by recruiting students, school counselors, community partners and restorative practice practitioners.
	Provide restorative practices training for campus employees and students.
	Create a toolkit of resources for campuses to use for additional support.
STRATEGY CYBHTF 2.1.3	**Form enforcement subcommittee.**
ACTION STEPS:	Create a structure with options for alternative/graduated consequences.
	Provide training for campuses on balanced disciplinary approach.
	Utilize Juvenile Probation: First Offender Program, law enforcement and school resource officers, campus administration and Chambers Taskforce.
THEME/GOAL CYBHTF 3	**INCREASE COMMUNITY AND STUDENT VOICE IN SHAPING SCHOOL SUPPORTS, RESOURCES, SEQUENTIAL INTERCEPT MODEL MAPPING WITH A FOCUS ON CULTURAL RESPONSIVENESS, REDUCING RACIAL DISPARITES AND THE CENTRAL ROLE OF THE FAMILY IN ALL SOLUTIONS.**
OBJECTIVE CYBHTF 3.1	**By 2025, form a committee representing community and student voices from each city in Williamson County.**
STRATEGY CYBHTF 3.1.1	**Increase community trust (students and their families).**
ACTION STEPS:	Identify key pillars of community (partners, students, and their families). Intentionally focus on those not currently participating in CYBHTF or HWC Coalition activities.
	Hold listening session in those communities.
	Create a survey for those not comfortable participating verbally and/or publicly.
	Determine which questions to ask in listening sessions and surveys.
	Partner with appropriate organizations to survey entire community (Kindergarten-higher education).
	Create a title and recognition program and structure for this large group and the community groups.

	Partner with The Georgetown Project to build on their Youth Council and Youth Summit concept.
	Involve partners in leadership and decision-making process of CHBHTF and HWC Coalition activities.
THEME/GOAL CYBHTF 4	**IMPROVE BEHAVIORAL HEALTH SYSTEMS OF SUPPORT & DISCIPLINE REFORM.**
OBJECTIVE CYBHTF 4.1	**By 2025, decrease the number of referrals to JJAEP that could be handled by prevention programming.**
STRATEGY CYBHTF 4.1.1	**Expand focus of identifying and addressing root cause related to behavior linked to school discipline.**
ACTION STEPS:	Support school districts in revising Code of Conduct, discipline policies, and discipline practices based on findings from SIM mapping exercise.
	Measure recidivism rates, district wide.
	Measure levels of care accessed; district wide.
	Measure the number of students going to JJAEP.
	Measure the number of students needing hospitalization, district wide.
	Identify champions for change in leadership, district wide.
STRATEGY CYBHTF 4.1.2	**Connect students with multi-tiered systems of support through a blend of school and community resources.**
ACTION STEPS:	Identify champions for change.
	Promote an automatic referral to mental health/behavioral services at beginning and end of disciplinary referrals in all Williamson County schools.
	Connect students with proactive, universal prevention services (Tier 1) and prosocial activities (SPARKS), especially those who lose access to those supports due to exclusionary discipline on their own campuses.

	Provide school districts with a layered continuum of evidence-based practices that ensures that every student receives equitable academic and behavioral support that is culturally responsive, matched to need, and developmentally appropriate.
THEME/GOAL CYBHTF 5	**Lack of accessible residential treatment options (outside of juvenile justice placement) is a significant gap in the county. Behavioral health hospitals are not able to serve some of the youth in greatest need** (homicidal ideation, physical aggression, intellectual difficulties, substance use, and youth who are "too acute" and require a high level of staffing)
OBJECTIVE CYBHTF 5.1	**By 2025, increase residential treatment placement options in Williamson County.**
STRATEGY CYBHTF 5.1.1	**Use subcommittee to explore options for increasing, expanding, and creating hybrid funding stream options for more residential facilities and beds.**
ACTION STEPS:	Collect multi-agency county-wide data related to youth unable to admit to behavioral health hospitals and residential treatment centers.
	Explore partnerships with Medicaid.
	Prioritize Tricare.
	Advocate for vulnerable populations.
	Explore privatization options.
STRATEGY CYBHTF 5.1.2	**Continue advocating for increased options with expanded accessibility and work downstream to identify need for behavioral health intervention sooner, especially options for those vulnerable populations that are typically excluded from placement.**
ACTION STEPS:	Collaborate with county commissioners, law enforcement, HHSC, Medicaid, comptrollers, legislation, churches, grass root groups coalition/ task forces, BTCS, funders, and foundations.
	Collect data from partner organizations.
STRATEGY CYBHTF 5.1.3	**Increase and improve training for assessment and placement staff.**
ACTION STEPS:	Research models in other states.
	Explore innovative ways to improve retention and recruitment of staff.
	Explore academic partnerships to develop a certification and/or career development pathway to encourage promotion and retention.

Commissioners Court - Regular Session **50.**

Meeting Date: 12/19/2023

2024 Williamson County Flexible Benefits Plan Adoption Agreement

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 on authorizing the execution of the Williamson County Flexible Benefits Plan Adoption Agreement, the Williamson County Flexible Benefits Plan Formal Record of Action and approve the Williamson County Flexible Benefits Plan Summary Plan Description.

Background

Two items require signature by the authorized official of Williamson County:

1. The attached 2024 Williamson County Flexible Benefits Plan Adoption Agreement is required to update our Flexible Benefits Plan due to the change allowing employees to roll over up to $250.00 into the 2025 Plan Year for any funds not utilized in the employee's Flexible Spending Account as elected in the 2024 Benefit Plan Year.
2. The attached 2024 Williamson County Flexible Benefits Plan Formal Record of Action is needed to document the change.

The third attachment is the updated 2024 Williamson County Flexible Benefits Plan Summary Plan Description which required some minor language updates.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County Flexible Benefits Plan Adoption Agreement

Williamson County Flexible Benefits Formal Record of Action Plan Adoption Agreement

Williamson County Flexible Benefits Plan Summary Plan Description

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 08:31 AM
Form Started By: Shelley Loughrey		Started On: 12/13/2023 08:55 AM
Final Approval Date: 12/14/2023		

WILLIAMSON COUNTY FLEXIBLE BENEFITS PLAN

WILLIAMSON COUNTY FLEXIBLE BENEFITS PLAN

TABLE OF CONTENTS

COMPANY INFORMATION 1

PLAN INFORMATION 1

A. GENERAL INFORMATION AND DEFINITIONS 1

B. ELIGIBILITY 2
- Eligible Employees 2
- Excluded Employees 2
- Leave of Absence under FMLA 3
- Non-FMLA 3
- Termination of Participation 3
- Reemployment 3

C. PARTICIPATION ELECTIONS 4
- Failure to Elect (Default Elections) 4
- Change in Status 4

D. PREMIUM CONVERSION ACCOUNT 4
- Contracts for Reimbursement 4
- Enrollment 5
- Contributions 5

E. FLEXIBLE SPENDING ACCOUNTS 5
- Employer Contributions 5
- Eligible Expenses 6
- Expenses Not Eligible for Reimbursement 6
- Reimbursement 7
- Grace Period 7
- Run Out Period 7
- Automatic Payment of Claims 7
- Carryover 7
- Termination of Employment 8
- Qualified Reservist Distributions 8

F. HEALTH SAVINGS ACCOUNT (HSA Account) (Article 9) 8
- Employer Contributions 8

G. FLEXIBLE BENEFIT CREDITS (Flex Credits) (Section 11.01) 9
- Health Flex Contribution 9
- Cash Outs 9

H. PURCHASE AND SALE OF PAID TIME OFF (PTO) (Section 11.02) 10
- Purchase of PTO 10
- Sale of PTO 10
- Carryover of PTO 10

I. MISCELLANEOUS 10
- Plan Administrator Information 10

J. EXECUTION PAGE 11

CUSTOM LANGUAGE ADDENDUM 12

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ADOPTION AGREEMENT
CAFETERIA PLAN

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as a cafeteria plan under Code section 125. The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

COMPANY INFORMATION

1. Name of adopting employer (Plan Sponsor): Williamson County

2. Address: 100 Wilco Way, Suite #101

3. City: Georgetown

4. State: TX

5. Zip: 78626

6. Phone number: 512-943-1604

7. Fax number: 512-943-1535

8. Plan Sponsor EIN: 74-6000978

9. Plan Sponsor fiscal year end: 09/30

10. Entity Type:

a. Plan Sponsor entity type:

- **i.** **[ ]** C Corporation
- **ii.** **[ ]** S Corporation
- **iii.** **[ ]** Non-Profit Organization
- **iv.** **[ ]** Partnership
- **v.** **[ ]** Limited Liability Company
- **vi.** **[ ]** Limited Liability Partnership
- **vii.** **[ ]** Sole Proprietorship
- **viii.** **[ ]** Union
- **ix.** **[X]** Government Agency
- **x.** **[ ]** Other: _____
- **xi.** If "Union"(10a.viii) is selected, enter name of the representative of the parties who established or maintain the Plan: _____

11. State of organization of Plan Sponsor: TX

12. **Controlled Groups/Affiliated Service Groups**

a. **[ ]** The Plan Sponsor is a member of an affiliated service group. List all members of the group (other than the Plan Sponsor): _____

13. **Controlled Groups**

a. **[ ]** The Plan Sponsor is a member of a controlled group. List all members of the group (other than the Plan Sponsor): _____

NOTE: *Affiliated service group members and controlled group members may adopt the Plan with the approval of the Plan Sponsor.*

NOTE: *Listing affiliated service group members and controlled group members is for information purposes only and is optional. Participating Employers in the Plan are listed in Addendum.*

PLAN INFORMATION

A. GENERAL INFORMATION AND DEFINITIONS

1. **Plan Number:** 504

2. **Plan Name:**

a. Williamson County Flexible Benefits Plan

b. _____

3. **Effective Date:** 11/01/2012

a. **[X]** Is this a restatement of a previously-adopted plan?

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b. Effective date of Plan restatement: 01/01/2024 ("Restatement Date")

4. Plan Year:

a. Plan Years mean each 12-consecutive month period ending on 12/31 (e.g. December 31). If the Plan Year changes, any special provisions regarding a short Plan Year shall be placed in the Addendum to the Adoption Agreement.

b. **[ ]** The Plan has a short Plan Year. The short Plan Year begins _____ and ends on _____.

Plan Features

5. The following Benefits are available under the Plan:

a. **[X]** Premium Conversion Account
b. **[X]** Health Flexible Spending Account
c. **[ ]** Limited Purpose HSA-Compatible Health Flexible Spending Account
d. **[ ]** Post-Deductible HSA-Compatible Health Flexible Spending Account
e. **[X]** Dependent Care Assistance Plan Account
f. **[ ]** Adoption Assistance Flexible Spending Account
g. **[X]** Health Savings Account
h. **[ ]** Flexible Benefits Credits
i. **[ ]** PTO Purchase/Sale

6. Simple Cafeteria Plan

a. **[ ]** The Plan is intended to qualify as a simple cafeteria plan under Code section 125(j).

b. The Employer shall make contributions to the Plan as follows:

i. **[ ]**_____% (no less than 2%) of an Eligible Employee's Compensation for the Plan Year.

ii. **[ ]**_____% (at least 200%) of an Eligible Employee's salary reduction contribution for the Plan Year, but no less than 6% of the Eligible Employee's Compensation for the Plan Year.

B. ELIGIBILITY

Eligible Employees - Employees must meet the following requirements:

1. Minimum age requirement for an Employee to become an Eligible Employee: None.
NOTE: *If the Plan is intended to be a simple cafeteria plan under Article 12, B.1 may not exceed "21."*

2a. An Employee must complete the following service requirements to become an Eligible Employee on the date set forth in B.2b:

i. **[ ]** None
ii. **[ ]** Completion of _____ hours of service.
iii. **[X]** Completion of 30 days of service.
iv. **[ ]** Completion of _____ months of service.
v. **[ ]** Completion of _____ years of service.

NOTE: *If the Plan is a simple cafeteria plan under Article 12, B.2 may not exceed 1,000 hours of service or one year of service.*

2b. Effective Date of Eligibility. An Employee will become an Eligible Employee on the date below upon completing the age and service requirements in B.1 and B.2a:

i. **[ ]** An Employee shall become an Eligible Employee immediately upon completing the age and service requirements in B.1 and B.2a.
ii. **[X]** first day of each calendar month.
iii. **[ ]** first day of each plan quarter.
iv. **[ ]** first day of the first month and seventh month of the Plan Year.
v. **[ ]** first day of the Plan Year.

2c. If eligibility is not immediate after meeting age and service requirements, an Employee shall become an Eligible Employee on the Eligibility Date in B.1 and B.2b that is:

i. **[X]** coincident with or next following the period in B.2b
ii. **[ ]** following the completion of the period in B.2b.

3. Describe any other modifications to the eligibility rules specified in B.1 and B.2:_____

Excluded Employees

4. The term "Eligible Employee" shall not include:

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a. **[ ] Union Employees.** Any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if benefits were the subject of good faith bargaining between employee representatives and the Employer, and if the collective bargaining agreement does not provide for participation in this Plan.

b. **[ ] Leased Employees.**

c. **[ ] Non-Resident Aliens.** Any Employee who is a non-resident alien described in Code section 410(b)(3)(C).

d. **[X] Part-time Employees.** Any Employee who is expected to work fewer than 30 hours per week.

e. **[ ] Other.** _____ (any exclusion must satisfy Code section 125(g) and the requirements under Article 13).

NOTE: *If the Plan is intended to be a simple cafeteria plan, B.4b, B.4d and B.4e may be selected only to the extent that the provisions do not violate the requirements on Code section 125(j).*

5. **[ ]** Describe any modifications to the definition of the term "Eligible Employee" for the specified Plan Benefit: _____

Leave of Absence under FMLA

6. If a Participant takes an unpaid leave of absence under FMLA, the Participant may elect the following with respect to the health Benefits under the Plan (i.e., Premium Conversion Account, Health FSA, and Limited Purpose Health FSA) **(select at least one):**

a. **[X]** Revoke coverage, which will be reinstated under the same terms upon the Participant's return from the FMLA leave of absence.

b. **[X]** Continue coverage but discontinue payment of his or her contribution for the period of the FMLA leave of absence.

7. **[X]** If B.6b. is selected, the Employer may recover the Participant's suspended contributions when the Participant returns to work from the FMLA leave of absence.

8. A Participant on leave of absence under FMLA (select only one):

a. **[X]** may continue coverage for all Benefits for which he is eligible when on FMLA leave, including non-health Benefits.

b. **[ ]** may only continue coverage for Premium Conversion Accounts, Health FSA, and Limited Purpose Health FSA, as applicable.

9. A Participant who continues coverage for Benefits while on FMLA leave of absence may make contributions for such Benefits as follows (select at least one):

a. **[ ]** pre-pay on a pre-tax (to the extent permissible under Code section 125) or after-tax basis, prior to commencement of the FMLA leave of absence period, the contributions due for the FMLA leave of absence period

b. **[ ]** pay on an after-tax basis the same schedule as payments would have been made if the Participant were not on a leave of absence or if contributions were being made under COBRA

c. **[X]** to the extent agreed in advance, the Participant will repay amounts advanced by the Employer to the Plan on behalf of the Participant upon the Participant's return from the FMLA leave of absence

NOTE: *B.9a may only be elected together with B.9.b or B.9c.*

NOTE: *B.9b must be elected if available for non-FMLA leaves of absence.*

NOTE: *B.9c may only be elected together with B.9a and/or B.9b unless it is the only option available to Participants on a non-FMLA leave of absence.*

Non-FMLA

10. **[X]** A Participant may elect to continue coverage of Benefits when on unpaid non-FMLA leave of absence.

Termination of Participation

11. If a Participant remains an Employee but is no longer an Eligible Employee, his or her participation in the Plan shall terminate:

a. **[ ]** on the last day of employment during which the Participant ceases to be an Eligible Employee

b. **[ ]** on the last day of the payroll period during which the Participant ceases to be an Eligible Employee

c. **[ ]** on the last day of the month during which the Participant ceases to be an Eligible Employee

d. **[ ]** on the last day of the Plan Year during which the Participant ceases to be an Eligible Employee

e. **[X]** Other Core Benefits (Medical, Dental, Vision) the month of termination coverage will term if the employee premium deduction is made on the first pay period of the month, coverage terms on the 15th of the following month. If the employee premium deduction is made on the second pay period of the month, coverage terms on the 28th/29th/30th/31st (last day of the following month. Voluntary Benefits will term on the termination date of the eligible participation date.

Reemployment

12. If an Eligible Employee has a Termination of Employment and is subsequently reemployed by the Employer as an Eligible Employee within 30 days after Termination:

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a. **[X]** the Plan Administrator shall automatically reinstate the Benefit elections in effect at the time of Termination
b. **[ ]** the Eligible Employee shall not resume or become a Participant until the first day of the subsequent Plan Year

13. If an Eligible Employee has a Termination of Employment and is subsequently reemployed by the Employer as an Eligible Employee more than 30 days after Termination:
a. **[ ]** the Plan Administrator shall automatically reinstate the Benefit elections in effect at the time of Termination
b. **[ ]** the Eligible Employee shall not resume or become a Participant until the first day of the subsequent Plan Year
c. **[X]** the Eligible Employee may elect to reinstate the Benefit election in effect at the time of Termination or make a new election under the Plan

C. PARTICIPATION ELECTIONS

Failure to Elect (Default Elections)

1. The election for the immediately preceding Plan Year relating to the following Benefits will apply to the applicable Plan Year:
a. **[ ]** Premium Conversion Account (Non-Employer-sponsored Contracts)
b. **[ ]** Health Flexible Spending Account
c. **[ ]** Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSAs)
d. **[ ]** Dependent Care Assistance Plan Account
e. **[ ]** Health Savings Account
f. **[ ]** Adoption Assistance Flexible Spending Account
NOTE: *If a Benefit is not selected, an Eligible Employee who does not make an affirmative election under the Plan for a Plan Year will be deemed to have elected not to participate in that Benefit for the Plan Year.*

Change in Status

2. An Eligible Employee may change his or her election upon the following Change in Status events:
a. **[ ]** None
b. **[X]** Any event described in Treas. Reg. section 1.125-4 and other events permitted by IRS guidance
c. **[ ]** Pursuant to written Plan Administrative Procedures, which are incorporated herein by reference
d. **[ ]** Other: _____

3. Permit Participants to revoke an election of coverage under a group health plan:
a. **[ ]** due to enrollment of a family member in a qualified health plan offered through a Marketplace established under section 1311 of the Patient Protection and Affordable Care Act (Section 4.03(s)).
NOTE: *The group health plan may not be a health FSA and must provide minimum essential coverage (as defined in Code section 5000A(f)(1)).*

D. PREMIUM CONVERSION ACCOUNT

Contracts for Reimbursement

NOTE: *If Premium Conversion Account is not a selected Benefit under A.5a, Section D is disregarded.*

1. If Premium Conversion Accounts are allowed under the Plan, select the types of Contracts with respect to which a Participant may contribute under Section 5.04:
a. **[X]** Employer Health
b. **[X]** Employer Dental
c. **[X]** Employer Vision
d. **[ ]** Employer Short-Term Disability
e. **[ ]** Employer Long-Term Disability
f. **[ ]** Employer Group Term Life
g. **[ ]** Employer Accidental Death & Dismemberment
h. **[ ]** Individually-Owned Dental
i. **[ ]** Individually-Owned Vision
j. **[ ]** Individually-Owned Disability

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k. **[ ]** COBRA continuation coverage under the Employer group health plan
l. **[ ]** Other: _____

Enrollment

2. **[X]** All Employees will automatically be enrolled in the Premium Conversion Account upon their date of hire and will be deemed to have elected to contribute the entire amount of any premiums payable by the Employee during the Plan Year for participation in Employer-sponsored Contract(s).
NOTE: *If D.2 is not selected, Eligible Employees may only elect to participate in the Premium Conversion Account pursuant to Section 4.02(b), 4.02(c) and Section 4.03 of the Plan.*

Contributions

3. **[X]** **Participant elections** will be automatically adjusted for changes in the cost of Employer-sponsored Contracts pursuant to the terms of Treas. Reg. 1.125-4(f)(2)(i).

E. FLEXIBLE SPENDING ACCOUNTS

NOTE: *If Flexible Spending Accounts are not a permitted Benefit under A.5b, Section E is disregarded.*

Employer Contributions

1. **[ ]** **Matching Contributions.** The Plan permits Employer matching contributions to the applicable Benefits as follows:

a. **Health FSA:**
- **i.** **[ ]** None
- **ii.** **[ ]** Discretionary
- **iii.** **[ ]** _____% of the Participant's Health FSA contribution up to _____% of the Participant's Compensation
- **iv.** **[ ]** _____% of the Participant's Health FSA contribution up to $_____
- **v.** **[ ]** Other: _____

b. **Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA)**
- **i.** **[ ]** None
- **ii.** **[ ]** Discretionary
- **iii.** **[ ]** _____% of the Participant's HSA-Compatible Health FSA contribution up to _____% of the Participant's Compensation
- **iv.** **[ ]** _____% of the Participant's HSA-Compatible Health FSA contribution up to $_____
- **v.** **[ ]** Other: _____

c. **Dependent Care Assistance Plan Account:**
- **i.** **[ ]** None
- **ii.** **[ ]** Discretionary
- **iii.** **[ ]** _____% of the Participant's DCAP Account contribution up to _____% of the Participant's Compensation
- **iv.** **[ ]** _____% of the Participant's DCAP Account contribution up to $_____
- **v.** **[ ]** Other: _____

d. **Adoption Assistance Flexible Spending Account:**
- **i.** **[ ]** None
- **ii.** **[ ]** Discretionary
- **iii.** **[ ]** _____% of the Participant's Adoption Assistance FSA contribution up to _____% of the Participant's Compensation
- **iv.** **[ ]** _____% of the Participant's Adoption Assistance FSA contribution up to $_____
- **v.** **[ ]** Other: _____

NOTE: *If there are no Employer matching contributions to the Plan, questions under E.1 are disregarded.*
NOTE: *Only one contribution formula is permitted for each applicable Benefit.*
NOTE: *If the Plan is intended to be a simple cafeteria plan, the matching contributions in this section will apply in addition to the contributions at A.6b.*

2. **[ ]** **Non-Elective Employer Contributions.** The Plan permits Employer contributions to the applicable Benefits as follows:

a. **Health Flexible Spending Account:**

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i. **[ ]** None
ii. **[ ]** Discretionary
iii. **[ ]** _____% of the Participant's Compensation
iv. **[ ]** $_____ per Eligible Employee
v. **[ ]** Other: _____

b. Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA):

i. **[ ]** None
ii. **[ ]** Discretionary
iii. **[ ]** _____% of the Participant's Compensation
iv. **[ ]** $_____ per Eligible Employee
v. **[ ]** Other: _____

c. Dependent Care Assistance Plan Account:

i. **[ ]** None
ii. **[ ]** Discretionary
iii. **[ ]** _____% of the Participant's Compensation
iv. **[ ]** $_____ per Eligible Employee
v. **[ ]** Other: _____

d. Adoption Assistance Flexible Spending Account:

i. **[ ]** None
ii. **[ ]** Discretionary
iii. **[ ]** _____% of the Participant's Compensation
iv. **[ ]** $_____ per Eligible Employee
v. **[ ]** Other: _____

NOTE: *If there are no non-elective Employer contributions, questions under E.2 are disregarded.*

NOTE: *Employer matching and non-elective contributions shall not exceed the limits set forth in the BPD including: Health FSA, Section 6.04(b); HSA-Compatible FSA Section 7.04; Dependent Care Assistance Plan Account Section 8.04; and Adoption Assistance Flexible Spending Account, Section 10.04.*

NOTE: *If the Plan is intended to be a simple cafeteria plan, the Employer non-elective contributions in this section will apply in addition to the contributions at A.6b.*

3. Contribution Limits. Select the maximum allowable Participant contribution to the applicable FSA in any Plan Year:

a. **[X]** The maximum amount permitted under Code section 125(i), 129(a)(2) and/or 137(b)(1)

b. **[ ]** Other amounts

i. Health Flexible Spending Account: _____
ii. Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA): _____
iii. Dependent Care Assistance Plan Account: _____
iv. Adoption Assistance Flexible Spending Account: _____

NOTE: *Other amounts for Health Flexible Spending Account in E.3bi and Limited Purpose/Post-Deductible Health Flexible Spending Account in E.3ii cannot exceed the Code section 125(i) maximum. Other amounts in E.3b.iii for Dependent Care Assistance Plan Account cannot exceed Code 129(a)(2) amounts and E.3b(iv) cannot exceed Code section 137(b)(1) maximum.*

Eligible Expenses

4. Individual Expenses Eligible for Reimbursement. Participant may only be reimbursed from the applicable FSA for expenses that are incurred by:

a. **[X]** **Participant, spouse and Dependents.** The Participant, his or her spouse and all Dependents, and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday:

b. **[ ]** **Persons covered under Employer-sponsored group health plan.** The Participant, his or her spouse and all Dependents, and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday, but only if such persons are also covered under an Employer-sponsored health plan:

c. **[ ]** **Participants only.** No reimbursement for expenses incurred by the Participant's spouse or Dependents:

d. **[ ]** **Other:** _____ (may not include anyone other than the Participant, his or her spouse and all Dependents, and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday)

Expenses Not Eligible for Reimbursement

5. Expenses Not Eligible for Reimbursement. In addition to those listed in the Basic Plan Document, the following expenses are not eligible for reimbursement from a Participant's FSA:

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a. **[ ]** Health Flexible Spending Account: _____
b. **[ ]** Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA): _____
c. **[ ]** Dependent Care Assistance Plan Account: _____
d. **[ ]** Adoption Assistance Flexible Spending Account: _____

6. **Adult Children Coverage.** Reimbursement for adult children may be paid from the applicable FSA for claims incurred:
a. **[X]** until the date the child attains age 26
b. **[ ]** until the last day of the calendar year in which the child attains age 26

Reimbursement

7. **[X]** **Amounts Available for Reimbursement.** The Plan Administrator may direct reimbursement of FSAs up to the entire annual amount elected by the Eligible Employee on the Salary Reduction Agreement for the Plan Year for the applicable FSA, less any reimbursements already disbursed from the applicable FSA for the following Benefits:
a. **[ ]** Dependent Care Assistance Plan Account
b. **[ ]** Adoption Assistance Flexible Spending Account
NOTE: *If 7.a or 7.b is not selected, the Plan Administrator may direct reimbursement only up to the amount in the applicable FSA at the time the reimbursement request is received by the Plan Administrator.*

Grace Period

8. **[ ]** The Plan will reimburse claims incurred during a Grace Period immediately following the end of the Plan Year for the following Benefits.
a. **[ ]** Health Flexible Spending Account
b. **[ ]** Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA)
c. **[ ]** Dependent Care Assistance Plan Account
d. **[ ]** Adoption Assistance Flexible Spending Account
NOTE: *The Plan cannot reimburse claims incurred during a Grace Period if carryovers are permitted in Part E.12.*

9. **Last day of Grace Period:**
a. **[ ]** Fifteenth day of the 3rd month following end of the Plan Year
b. **[ ]** Other _____

Run Out Period

10. If **no Grace Period** applies for the Plan Year, an active Participant must submit claims for the Plan Year for reimbursement from the applicable FSA no later than:
a. **[X]** 90 days after the end of the Plan Year
b. **[ ]** _____ (insert date, e.g., March 31) immediately following such Plan Year

11. If a **Grace Period** applies for the Plan Year, an active Participant must submit claims for the Plan Year for reimbursement from the applicable FSA no later than:
a. **[ ]** _____ days after the end of the Grace Period
b. **[ ]** _____ (insert date, e.g., March 31st) immediately following such Plan Year
NOTE: *The date in E.11b should be later than the last day of the Grace Period.*

Automatic Payment of Claims

12. Eligible expenses not covered under the Employer-sponsored health plan (e.g., co-payments, co-insurance, deductibles) automatically paid from the applicable FSA.
a. **[X]** Health Flexible Spending Account
b. **[ ]** Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA)

Carryover

13. The Plan will carry over unused Health FSA balances at the end of the Plan Year for the following Benefits:
a. **[X]** Health Flexible Spending Account
i. **[ ]** Maximum amount, as indexed
ii. **[X]** Other: $250.00

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b. **[ ]** Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA)
- **i.** **[ ]** Maximum amount, as indexed
- **ii.** **[ ]** Other: _____

NOTE: *If carryover is selected (E.13a or E.13b is selected for the applicable FSA), the Plan may not provide for a Grace Period for the applicable FSA and the Plan may not provide for a Grace Period for the applicable FSA in the Plan Year to which the carryover amount is applied.*

Termination of Employment

14. In the event of a Termination of Employment the Participant may elect to continue to make contributions to FSAs under the Plan on an after-tax basis and reimbursements will be allowed for the remainder of the Plan Year.
- **a.** **[ ]** Yes
- **b.** **[ ]** Yes - subject to the following limitations: _____
- **c.** **[X]** No

NOTE: *If E.14c is selected, then contributions shall cease upon Termination and reimbursements will be allowed only for expenses incurred prior to Termination.*

NOTE: *If applicable, any COBRA elections shall supersede this section.*

15. In the event of a Termination of Employment, a Participant may submit claims for reimbursement from the applicable FSA no later than:
- **a.** **[X]** 90 days after a Termination of Employment.
- **b.** **[ ]** _____ days following the Plan Year in which the Termination occurs.

NOTE: *If E.14a or E.14b is selected, then E.15b must be selected.*

Qualified Reservist Distributions

16. **[ ]** **Qualified Reservist Distributions are available for:**
- **a.** **[ ]** The entire amount elected for the applicable Health FSA for the Plan Year minus applicable Health FSA reimbursements received as of the date of the Qualified Reservist Distribution request.
- **b.** **[ ]** The amount contributed to the applicable Health FSA as of the date of the Qualified Reservist Distribution request minus applicable FSA reimbursements received as of the date of the Qualified Reservist Distribution request.
- **c.** **[ ]** Other amount (not to exceed the entire amount elected for the applicable Plan Year minus reimbursements): _____

F. HEALTH SAVINGS ACCOUNT (HSA Account) (Article 9)

NOTE: *If HSA Account is not a permitted Benefit under A.5g, Section F is disregarded.*

Employer Contributions

1. **Matching Contributions.** The Plan permits Employer matching contributions to the HSA Account as follows (not to exceed the limits in Section 9.04):
- **a.** **[X]** None
- **b.** **[ ]** Discretionary
- **c.** **[ ]** _____% of the Participant's elected HSA Account contribution up to _____% of the Participant's Compensation
- **d.** **[ ]** _____% of the Participant's elected HSA Account contribution up to $_____
- **e.** **[ ]** Other: _____

NOTE: *If the Plan is intended to be a simple cafeteria plan, the matching contributions in this section will apply in addition to the contributions at A.6b.*

2. **Employer Non-Elective Contributions.** The Plan permits Employer non-elective contributions to the HSA Account as follows (not to exceed the limits in Section 9.04):
- **a.** **[ ]** None
- **b.** **[X]** Discretionary
- **c.** **[ ]** _____% of the Participant's Compensation
- **d.** **[ ]** $_____ per Eligible Employee
- **e.** **[ ]** Other: _____

NOTE: *If the Plan is intended to be a simple cafeteria plan, the Employer non-elective contributions in this section will apply in addition to the contributions at A.6b.*

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3. Contribution Limits. Select the maximum allowable contribution to a Participant's HSA Account in any Plan Year:
- **a. [X]** The maximum amount permitted under Code section 223(b), reduced by any Employer contributions.
- **b. [ ]** Other amount: _____ (not to exceed the Code section 223(b) maximum when combined with any Employer contributions).

G. FLEXIBLE BENEFIT CREDITS ("Flex Credits") (Section 11.01)

Health Flex Contribution

NOTE: *If Flexible Benefit Credits are not permitted Benefits in A.5h, Section G is disregarded.*

1. [ ] Health Flex Contribution. The Flex Credit is intended to qualify as a "health flex contribution" under Treas. Reg. section 1.5000A-3(e)(3)(ii)(E): The Participant may not opt to receive the Flex Credit as a cash or taxable benefit and the Participant may only use the Flex Credit for the payment of premiums applicable to health care and toward the Health FSA or HSA-Compatible Health FSA Benefits.

2. Eligible Benefits. Participants may elect to contribute the Flex Credits to the following benefits:
- **a. [ ]** All Benefits offered under the Plan
- **b. [ ]** All Benefits offered under the Plan except the following: _____
- **c. [ ]** Only the following Benefits: _____
- **d. [ ]** Only the portion of the (i) Premium Conversion Account paid toward Employer-sponsored Health Contract premiums and/or (ii) Health FSA or HSA-Compatible Health FSA Benefits.

NOTE: *If G.1 is selected, G.2d must be selected.*

3. Amount of Flex Credit. The Employer will contribute a Flex Credit on behalf of each Eligible Employee as follows:
- **a. [ ]** $_____ per Eligible Employee
- **b. [ ]** A discretionary amount as determined by the Employer
- **c. [ ]** Other: _____
- **d. [ ]** The amount of the simple cafeteria plan contributions described in A.6b

4. [ ] Contribution to 401(k) Plan. An Eligible Employee may elect to contribute all or a portion of his or her Flex Credits to a Qualified Plan in accordance with the terms of the following Qualified Plan(s): _____

NOTE: *If G.4 is selected, then G.5 (cash out) must also be elected.*

Cash Outs

5. Cash Out of Flex Credits. A Participant may elect to receive all or a portion of his or Flex Credits in cash.
- **a. [ ]** Yes
- **b. [ ]** Yes, subject to the following limitations: _____
- **c. [ ]** No

NOTE: *If G.5a or G.5b is selected, then Flex Credits a Participant elects to contribute to a Health FSA will count toward the Code section 125(i) contribution limitation.*

NOTE: *If G.1 is selected, G.5c must be selected.*

NOTE: *If G.5.c is selected, the maximum value of Flex Credits a Participant can contribute to a Health FSA for a Plan Year is $500.*

6. Amount of Cash Out. For each Flex Credit dollar that a Participant elects to receive in cash from the Plan, the Participant will receive: $_____ (insert dollar value of each Flex Credit; if no amount is provided, the cash out value of each Flex Credit is $1.00)

7. Maximum Flex Credit Cash Out. The amount of cash a Participant may receive in exchange for Flex Credits in Plan Year shall not exceed:
- **a. [ ]** No limit
- **b. [ ]** $_____ per calendar year
- **c. [ ]** Other: _____

8. Payment of Cash Out. Amounts distributed in cash from the Plan pursuant to Section 11.03 shall be paid to the Participant in:
- **a. [ ]** Equal payroll installments
- **b. [ ]** A single lump sum at the beginning of the Plan Year
- **c. [ ]** A single lump sum at the end of the Plan Year
- **d. [ ]** Other: _____

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H. PURCHASE AND SALE OF PAID TIME OFF (PTO) (Section 11.02)

Purchase of PTO

1. Maximum PTO Purchase. A Participant can elect to purchase no more than the following periods of PTO in a Plan Year:

a. **[ ]** None
b. **[ ]** _____ hours
c. **[ ]** _____ days
d. **[ ]** _____ weeks
e. **[ ]** Other: _____

NOTE: *If Purchase of PTO is not a permitted Benefit in A.5i, H.1 is disregarded.*

Sale of PTO

2. Maximum PTO Sale. A Participant can elect to sell no more than the following periods of PTO in a Plan Year:

a. **[ ]** None
b. **[ ]** _____ hours
c. **[ ]** _____ days
d. **[ ]** _____ weeks
e. **[ ]** Other: _____

NOTE: *If Sale of PTO is not a permitted Benefit in A.5i, H.2 is disregarded.*

Carryover of PTO

3. [ ] No Carryover of Elective PTO. Unused elective PTO (determined as of the last day of the Plan Year) shall be paid in cash on or prior to the last day of the Plan Year.

NOTE: *If Sale and/or Purchase of PTO are not permitted Benefits in A.5i, H.3 is disregarded.*

NOTE: *If H.3 is not selected, unused elective PTO will be forfeited as of the last day of the Plan Year.*

I. MISCELLANEOUS

Plan Administrator Information

1. Plan Administrator.

a. **[X]** Plan Sponsor
b. **[ ]** Committee appointed by Plan Sponsor
c. **[ ]** Other: _____

2. Indemnification. Type of indemnification for the Plan Administrator:

a. **[X]** None - the Company will not indemnify the Plan Administrator.
b. **[ ]** Standard as provided in Section 14.02.
c. **[ ]** Custom. (If I.2.c. (Custom) is selected, indemnification for the Plan Administrator is provided pursuant to an Addendum to the Adoption Agreement.)

3. Governing Law. The following state's law shall govern the terms of the Plan to the extent not pre-empted by Federal law:Texas

4. Participating Employers. Additional participating employers may be specified in an addendum to the Adoption Agreement.

5. State of Organization. State of organization of Plan Sponsor:Texas
(If state law requires written document language regarding benefits herein, add language to Addendum.)

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J. EXECUTION PAGE

Failure to properly fill out the Adoption Agreement may result in the failure of the Plan to achieve its intended tax consequences.

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #125 and any related Appendix and Addendum to the Adoption Agreement.

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The Plan Sponsor caused this Plan to be executed this _____ day of _____, 2023.

WILLIAMSON COUNTY :

Signature:_____

Print Name: _____

Title/Position:_____

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CUSTOM LANGUAGE ADDENDUM

Employees that are rehired will be required to complete the (30) Thirty Day waiting period and will be eligible for coverage on the first day of the following month. However, since benefits are paid one pay period in advance, an employee that is reemployed within 30 days before their benefits term will remain eligible and not terminate.

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WILLIAMSON COUNTY
FORMAL RECORD OF ACTION

The following is a formal record of action taken by the governing body of Williamson County (the "Employer").

With respect to the amendment and restatement of the Williamson County Flexible Benefits Plan (the "Plan"), the following resolutions are hereby adopted:

RESOLVED: That the Plan be amended and restated in the form attached hereto, which Plan is hereby adopted and approved;

RESOLVED FURTHER: That the appropriate officers of the Employer be, and they hereby are, authorized and directed to execute the Plan on behalf of the Employer.;

RESOLVED FURTHER: That the officers of the Employer be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports, documents or other information as may be required under applicable law.

Dated this _____ day of _____, 2023.

_____
Authorized Employer Signature

_____
Officer Title

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WILLIAMSON COUNTY FLEXIBLE BENEFITS PLAN

SUMMARY PLAN DESCRIPTION

01/01/2024

WILLIAMSON COUNTY FLEXIBLE BENEFITS PLAN

SUMMARY PLAN DESCRIPTION

TABLE OF CONTENTS

INTRODUCTION 1

ELIGIBILITY 1

ELECTION PROCEDURES 1

BENEFITS 2
- Premium Conversion Account 2
- Health Flexible Spending Account (Health FSA) 3
  - Health FSA Eligibility 3
  - Health FSA Contributions 3
  - Health FSA Eligible Expenses/Reimbursement 3
  - Termination of Employment 4
- Dependent Care Assistance Plan Account (DCAP) 4
  - DCAP Contributions 4
  - DCAP Eligible Expenses/Reimbursement 5
  - Termination of Employment 5
- Health Savings Account (HSA) 5
  - HSA Eligibility 5
  - HSA Contributions 5
  - HSA Eligible Expenses/Reimbursement 6
  - Termination of Employment 6

CLAIMS PROCEDURES 6
- Claims for Plan Benefits (except for Health FSAs) 6
- Claims for Health FSA Benefits 7
- Debit/Credit Cards 8
- Claims Not Governed by this Summary 8

COBRA CONTINUATION COVERAGE 8
- Qualifying Events 8
- Continuing Coverage 9
- Election Procedures and Deadlines 9
- Cost of COBRA Continuation Coverage 10
- When Continuation Coverage Ends 10

MISCELLANEOUS 100
- FMLA 100
- Unclaimed Reimbursements 100
- Excess Payments/Reimbursements 100
- Beneficiaries 100
- Qualified Medical Child Support Orders 111
- Loss of Benefit 111
- Non-Alienation of Benefits 111
- Amendment and Termination of the Plan 111
- Plan Administrator Discretion 111
- Taxation 111
- Governing Law 111

PLAN INFORMATION 111

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INTRODUCTION

Williamson County (the "County") established the Williamson County Flexible Benefits Plan (the "Plan") effective 11/01/2012. This summary describes the Plan as amended and restated effective 01/01/2024. The Plan is a cafeteria plan that provides an eligible employee with the opportunity to choose among benefits offered under the Plan.

This summary supersedes all previous summaries of the Plan. Although the purpose of this document is to summarize the more significant provisions of the Plan, it is only a summary - the terms of the Plan document ultimately govern the operation and administration of the Plan. The County and any employer who has adopted the Plan is referred to in this document as the "County".

ELIGIBILITY

You are an "Eligible Employee" if you are an employee of the County or any affiliate who has adopted the Plan on the first day of the calendar month coincident with or next following the date you have completed at least 30 days of service.

However, you are not an "Eligible Employee" if you are any of the following:

- A self-employed individual (including a partner), or a person who owns (or is deemed to own) more than 2 percent of the outstanding stock of an S corporation.
- A part-time employee who is expected to work fewer than 30 hours per week.

If you are eligible to participate in the County-sponsored group health plan, then you are eligible to participate in the Health Flexible Spending Account, even if you do not elect to participate in the County-sponsored group health plan.

If you elect to participate in the General Health FSA then you are not eligible to contribute to an HSA-Compatible Health FSA, unless you elect to convert your General Health FSA. You must be enrolled in a high deductible health plan to be eligible to contribute to the Health Savings Account for the month. If you elect to participate in a General Health FSA for the Plan Year you are not eligible to participate in the HSA Benefit.

ELECTION PROCEDURES

You may elect to participate in the Benefits under the Plan within 30 days after your eligibility date (or a shorter period if established by the Plan Administrator).

If you do not enroll in the Plan upon your initial eligibility, you may enroll during the enrollment period established by the Plan Administrator. Your election will be effective as of the first day of the Plan Year following the enrollment period.

You may also enroll in the Plan upon a change in status event as described below.

To enroll in the Plan, you may need to submit a completed election form to the Plan Administrator on or before

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the date specified by the Plan Administrator. If, as of the start of a Plan Year, you have not submitted a completed election form by its due date, you will be deemed to have elected not to participate in the Plan for that Plan Year.

An election to participate in the Plan is generally irrevocable for the Plan Year except for the HSA Benefit, described below. You may not change your election during a Plan Year unless you experience a change in status. Your change in election must be on account of and correspond with a change in status that affects your eligibility for coverage under the Plan.

Depending on the Benefit, a "change in status" includes:

- Change in your marital status.
- Change in the number of your dependents.
- Change in your employment status or the employment status of your spouse or dependents.
- Your dependent satisfies or ceases to satisfy eligibility requirements.
- Change in your place of residence.
- Commencement or termination of an adoption proceeding.
- Court judgment, decree, or order.
- Entitlement to Medicare or Medicaid by you, your spouse, or your dependent.
- Significant cost or other coverage changes.
- You change coverage under another cafeteria plan.
- You take leave under the FMLA.
- You lose coverage under the group health plan due to a reduction in hours.
- You are eligible to enroll in a qualified health plan through the Marketplace.

BENEFITS

Contributions pertaining to a Benefit will be credited to the applicable account. Your contributions to the Plan are not subject to federal income tax or social security taxes. Please note that while you may enjoy certain tax benefits, there may be some drawbacks to participation in the Plan. For instance, participation in the Plan may lower your social security benefits. You should consult with your professional tax/financial advisor to determine the consequences of your participation in this Plan.

If you are a highly paid employee or an owner of your County, federal law may impose limits on your behalf to participate in the Plan and/or the benefits you may receive from the Plan. If the Plan Administrator determines that the Plan may fail to satisfy any nondiscrimination requirement or any limitation imposed by the Code, the Plan Administrator may modify your election in order to assure compliance with such requirements or limitations.

Premium Conversion Account

The Plan will automatically establish a Premium Conversion Account in your name when you become an Employee for the payment of premiums under the County-sponsored benefits/contracts listed below unless you affirmatively elect to not establish or contribute to such account. Your Premium Conversion Account will be credited with amounts withheld from your compensation. The amount of the contribution to your Premium Conversion Account is equal to the amount of your portion of the premium due for the following benefits/contracts:

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- County Health
- County Dental
- County Vision

In addition, your election for your premiums will be automatically adjusted for any change in the cost of contracts sponsored by the County as permitted by applicable law.

If you affirmatively elect not to participate in the Premium Conversion Account for a Plan Year, you will not be enrolled unless and until you elect to participate in the Premium Conversion Account as described in the "Election Procedures" above. Contributions to the Premium Conversion Account are not subject to federal income tax or social security taxes.

In the event of a conflict between the terms of this Plan and the terms of the applicable contract, the terms of the contract (or the benefit plan under which it is established) will control.

Health Flexible Spending Account (Health FSA)

The following Health Flexible Spending Account is available under the Plan:

- General Purpose Health FSA

General Purpose Health FSAs may only be used to reimburse for qualifying medical expenses during the Plan Year.

If you are eligible, you may elect to contribute to a Health FSA in accordance with the "Election Procedures" described above.

Health FSA Eligibility

Please be aware that there are some limitations on your eligibility to participate in Health FSAs. If you are an Eligible Employee, you are eligible to contribute to a Health FSA. However, if you are not eligible to participate in the County-sponsored group health plan, then you are not eligible to participate in a Health FSA. Additionally, if you elect to participate in the Health Savings Account you are not eligible to participate in the General Purpose Health FSA Benefit.

Health FSA Contributions

Your Health FSA will be credited with your contributions and will be reduced by any payments made on your behalf. The maximum amount you may contribute each year to your General Purpose Health FSA and/or HSA-Compatible Health FSA is the maximum amount permitted under the tax code ($3,200 for 2024). The County will not make additional contributions to your General Purpose Health FSA on your behalf.

Health FSA Eligible Expenses/Reimbursement

You will be entitled to receive reimbursement from your General Purpose Health FSA for eligible expenses incurred by you, your spouse and dependents, if any. A dependent is generally someone you may claim as a dependent on your federal tax return and also includes a child until their 26th birthday. The entire annual amount you elect to contribute for the Plan Year to your Health FSA, less any reimbursements already distributed from your Health FSA, will be available for reimbursement throughout the Plan Year.

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You may receive reimbursement for eligible expenses incurred during the Plan Year when you are participating in your Health FSA. Eligible expenses generally include all medical expenses that you may deduct on your federal income tax return. Health insurance premiums are not an eligible expense for the Health FSA.

You will not be reimbursed for any expenses that were (1) incurred before you are eligible to participate in the Health FSA; (2) incurred after you have become ineligible to participate in the Health FSA and are attributable to a tax deduction you took in a prior taxable year; or (3) covered, paid, or reimbursed from another source. Your claim for reimbursement must include substantiation that the Plan Administrator or Claims Administrator considers sufficient for determining that the claim constitutes an expense eligible for reimbursement under the Plan.

If you are a participant in any County-sponsored benefit plan, eligible expenses that are not covered under the benefit plan, such as co-payments, co-insurance or deductibles, will be automatically paid through your General Purpose Health FSA.

You must submit claims for reimbursement from your General Purpose Health FSA no later than 90 days after the end of the Plan Year. Any amounts remaining in your Health FSA after all timely claims have been paid will be forfeited.

Notwithstanding the forfeiture provisions above, if you have a balance in your Health FSA as of the last day of the Plan Year after all eligible expenses have been reimbursed and the claims deadline for the Plan Year has passed, the Plan will carry over the balance from your Health FSA, up to $$250.00, which may be used to pay or reimburse eligible expenses for the subsequent Plan Year. Any amounts in your Health FSA that exceed the limit above will be forfeited.

Termination of Employment

If you terminate employment with the County for any reason during the Plan Year, your contributions to your FSA will end as of your date of termination. You may submit claims for reimbursement from your FSA for expenses incurred during the Plan Year prior to your termination of employment. You must submit claims for reimbursement from your Health FSA no later than 90 days after the date your employment terminates. Any balance remaining in your Health FSA will be forfeited after claims submitted prior to this date have been processed.

Dependent Care Assistance Plan Account (DCAP)

A Dependent Care Assistance Plan Account may be used to reimburse expenses incurred for the care of a qualifying dependent. If you are eligible, you may elect to contribute to a DCAP Account in accordance with the "Election Procedures" described above.

DCAP Contributions

Your DCAP Account will be credited with your contributions and will be reduced by any payments made on your behalf. The maximum amount that you may contribute each year to your DCAP Account is the maximum amount permitted under the tax code ($5,000 for 2024, $2,500 if you are married and filing separately.)

The County will not make additional contributions to your DCAP Account on your behalf.

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DCAP Eligible Expenses/Reimbursement

The amount available for reimbursement is the balance in your DCAP Account at the time the reimbursement request is received by the Plan Administrator or Claims Administrator. You may receive reimbursement for eligible expenses incurred during the Plan Year when you are participating in your DCAP Account. Eligible expenses generally include those that you incur in order to be gainfully employed and for the care of (i) your dependent who is under age 13, or (ii) your spouse or dependent who lives with you and who is physically or mentally incapable of caring for themselves. Expenses incurred for overnight camp are not eligible for reimbursement. A dependent is generally someone who you may claim as a dependent on your federal tax return.

You must submit claims for reimbursement from your DCAP Account no later than 90 days following the Plan Year. Any amounts remaining in your DCAP Account at the end of the Plan Year after all timely claims have been paid will be forfeited.

Termination of Employment

If you terminate employment with the County for any reason during the Plan Year, your contributions to your DCAP Account will end as of your date of termination. You may submit claims for reimbursement from your DCAP Account for expenses incurred during the Plan Year prior to your termination of employment. You must submit claims for reimbursement from your DCAP Account no later than 90 days after the date your employment terminates. Any balance remaining in your DCAP Account will be forfeited after claims submitted prior to this date have been processed.

Health Savings Account (HSA)

A Health Savings Account may be used to reimburse qualifying medical expenses. If you are eligible, you may elect to contribute to an HSA in accordance with the "Election Procedures" described above.

HSA Eligibility

If, as of the first day of the month, you are enrolled in a high deductible health plan, you are eligible to participate in the Health Savings Account for the month. Your participation in a General Purpose Health FSA under another plan may also affect your ability to contribute to an HSA. If you are not enrolled in a high deductible health plan or are covered under a non-high deductible health plan you are not eligible to contribute to an HSA.

HSA Contributions

Your HSA will be credited with your contributions and will be reduced by any payments made on your behalf. The maximum amount you may contribute each year to your HSA is the maximum amount permitted under the tax code ($4,150 for 2024, if you are enrolled in self-only coverage and $8,300 for 2024 if you are enrolled in family coverage).

The County will not make additional matching contributions to your HSA on your behalf.

If the County decides to make a non-elective contribution to your HSA, the amount of the contribution and the

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method used to allocate the contribution among various participants will be determined by the County at the time the contribution is made.

HSA Eligible Expenses/Reimbursement

Your HSA Benefit is not an employer-sponsored employee benefit plan - it is an individual trust or custodial account separately established and maintained outside the Plan. Consequently, the County does not establish or maintain the HSA. The Plan Administrator will maintain records to keep track of your HSA contributions, but it will not create a separate fund or otherwise segregate assets for this purpose. The County has no authority or control over the funds deposited in your HSA.

Termination of Employment

If you terminate employment with the County for any reason during the Plan Year, your contributions to your HSA will end as of your date of termination. You will continue to be eligible to receive distributions from your HSA in accordance with the terms of the documents governing your HSA.

CLAIMS PROCEDURES

You must submit your claim for benefits in accordance with the Plan Administrator's guidelines. Claims may also be submitted to:

FSA: UnitedHealthcare
www.welcometouhc.com/fsa
Phone Number: 866-755-2648

HSA: UnitedHealthcare/Optum
www.optumbank.com
Phone number: 866-234-8913

Any claim for benefits must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merits of the claim. The Plan Administrator may request any additional information necessary to evaluate the claim.

To the extent that the Plan Administrator approves a claim, the County may either (i) reimburse you, or (ii) pay the service provider directly. The Plan Administrator will pay claims at least once per year. The Plan Administrator may provide that payments/reimbursements of less than a certain amount will be carried forward and aggregated with future claims until the reimbursable amount is greater than a minimum amount. In any event, the entire amount of payments/reimbursements outstanding at the end of the Plan Year will be reimbursed without regard to the minimum payment amount.

Claims for Plan Benefits (except for Health FSAs)

You must file a claim for benefits under this Plan in accordance with the Plan Administrator's guidelines. If your claim does not include enough information to process the claim, you will be given an opportunity to provide the missing information. You may designate an authorized representative by providing written notice of

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the designation to the Plan Administrator.

You may apply for benefits under the Plan by completing and filing a claim with the Plan Administrator. Your claim must include all information and evidence that the Plan Administrator deems necessary to evaluate the merit of your claim and to make any necessary determinations on your claim. The Plan Administrator may request any additional information from you as necessary to evaluate the claim.

Claims for Health FSA Benefits

If you file a claim for benefits from your Health FSA and that claim is denied, the Plan Administrator will notify you within a reasonable period of time, but no later than 30 days after the Plan Administrator received the claim. The Plan Administrator may notify you, prior to the expiration of this 30-day period, of the need to extend the period by up to 15 days due to matters beyond its control. In such case the Plan Administrator will notify you of the circumstances requiring the extension of time and the date by which the Plan Administrator will notify you of its decision. If the extension is necessary because you did not submit information necessary to decide the claim, the notice of extension will describe the required information, and you will have at least 45 days from the day you receive the notice to provide the specified information.

If your claim is denied, the Plan Administrator will provide you with a notice identifying (A) the reason or reasons for the denial, (B) the Plan provisions on which the denial is based, (C) any material or information needed to grant the claim and an explanation of why the additional information is necessary, (D) an explanation of the steps that you must take if you wish to appeal the denial. The notice will also include (1) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the denial and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to you upon request; or (2) if the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request.

Appeal of Denied Claim. If you wish to appeal the denial of a claim, you must file an appeal with the Plan Administrator on or before the 180th day after you receive the Plan Administrator's notice that the claim has been denied. You will lose the right to appeal if the appeal is not made within this 180-day period. The appeal must identify both the grounds and specific Plan provisions upon which the appeal is based. You will be provided, upon request and free of charge, documents and other information relevant to your claim. Your appeal may also include any comments, statements or documents that you desire to provide. The Plan Administrator will consider the merits of your presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. In considering the appeal, the Plan Administrator will:

(A) Provide for a review that does not afford deference to the initial adverse benefit determination and that is conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the denial that is the subject of the appeal, nor the subordinate of such individual;

(B) Provide that, in deciding an appeal of any denial that is based on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;

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(C) Provide for the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your claim denial, without regard to whether the advice was relied upon in making the denial; and

(D) Provide that the health care professional engaged for purposes of a consultation under (B) above will be an individual who is neither an individual who was consulted in connection with the denial that is the subject of the appeal, nor the subordinate of any such individual.

The Plan Administrator will notify you of the Plan's benefit determination on review within 60 days after receipt by the Plan of your request for review of the denial.

Denial of Appeal. If your appeal is denied, the Plan Administrator will provide you with a notice identifying (A) the reason or reasons for such denial, (B) the Plan provisions on which the denial is based, (C) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim, and (D) a statement describing your right to bring an action after following the Plan's claims procedures. The determination rendered by the Plan Administrator shall be binding upon all parties.

Exhaustion of Remedies; Limitations Period for Filing Suit. Before you can file a lawsuit for benefits under the Plan, you must exhaust the Plan's internal remedies. A lawsuit for benefits under the Plan must be brought within one year after the date of a final decision on the claim in accordance with the claims procedure described above.

Benefits Provided under Contracts. Please see the underlying contracts for any additional claims and reimbursement rules under those contracts.

Debit/Credit Cards

Williamson County will provide you with a debit/credit and/or other stored-value card for purposes of making purchases that are eligible for reimbursement from your Health Flexible Spending Account and/or Dependent Care Assistance Plan Account. The Plan Administrator will provide you with more information about these cards as well as any limitations at the time you enroll in the Plan. You do not have to use the cards and may request reimbursements as listed above.

Claims Not Governed by this Summary

HSA Claims. Claims relating to the HSA are administered by your HSA trustee/custodians in accordance with the HSA trust or custodial document.

COBRA CONTINUATION COVERAGE

If you are participating in the Health FSA and your County is not a small employer, then COBRA applies. A "small employer" is generally an employer that employs fewer than 20 employees, but you should contact the Plan Administrator who can inform you if the County is a small employer not subject to COBRA and is not required to comply with these rules. Depending on your Health FSA balance at the time of the Qualifying Event (described below), you may not be eligible for COBRA continuation coverage.

Qualifying Events

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You have the right to continue your coverage under the Health FSA if any of the following events results in your loss of coverage under the Health FSA:

- termination of employment for any reason other than gross misconduct
- reduction in your hours of employment

Your spouse and dependent children (including children born to you or placed for adoption with you) have the right to continue coverage under the Health FSA if any of the following events results in their loss of coverage under the Health FSA:

- termination of your employment for any reason other than gross misconduct
- reduction in your hours of employment
- you become enrolled in Medicare
- you and your spouse divorce or are legally separated
- your death
- your dependent ceases to be a "dependent child" for purposes of COBRA

Persons entitled to continue coverage under COBRA are "Qualified Beneficiaries."
If the cost of COBRA continuation coverage for the remainder of the Plan Year equals or exceeds the amount of reimbursement you have available under the Health FSA for the remainder of the Plan Year, you, your spouse, and/or your dependent child(ren) generally do not have the right to elect COBRA continuation coverage. You will be provided notice which explains your rights regarding COBRA continuation coverage.

Continuing Coverage

You may continue the level of coverage you had in effect immediately preceding the Qualifying Event. However, if Plan benefits are modified for similarly situated active employees, then they will be modified for you and other Qualified Beneficiaries as well. You will be eligible to make a change in your benefit election with respect to the Plan upon the occurrence of any event that permits a similarly situated active employee to make a benefit election change during a Plan Year.

You, your spouse, or your dependent child(ren) must notify the Plan Administrator or its delegate in writing of a divorce, legal separation, or a child losing dependent status under the Plan within 60 days after the later of (1) the date of the Qualifying Event or (2) the date on which coverage is lost under the Plan because of the event. After receiving notice of a Qualifying Event, the Plan Administrator will provide Qualifying Beneficiaries with an election notice, which describes the right to COBRA continuation coverage and how to make an election. Notice to your spouse is deemed notice to your covered dependents that reside with the spouse.

You or your dependent(s) are responsible for notifying the Plan Administrator or its delegate if you or your dependent(s) become covered under another group health plan or entitled to Medicare.

Election Procedures and Deadlines

A Qualified Beneficiary may make an election for COBRA continuation coverage if they are not covered under the Plan as a result of another Qualified Beneficiary's COBRA continuation election. To elect COBRA continuation coverage, you must complete the applicable election form within 60 days from the later of (1) the date the election notice was provided to you or (2) the date that the Qualified Beneficiary would otherwise lose coverage under the Plan due to the Qualifying Event and submit it to the Plan Administrator or its delegate. If the Qualified Beneficiary does not return the election form within the 60-day period, it will be considered a

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waiver of their COBRA continuation coverage rights.

Cost of COBRA Continuation Coverage

The cost of COBRA continuation coverage will not exceed 102% of the applicable premium for the period of continuation coverage.

When Continuation Coverage Ends

You may be able to continue coverage under the Health FSA until the end of the Plan Year in which the Qualifying Event occurs. However, COBRA continuation coverage may end earlier for any of the following reasons:

- You fail to make a required COBRA continuation coverage contribution;
- The date that you first become covered under another Health FSA;
- The date that you first become entitled to Medicare; or
- The date the County no longer provides a Health FSA to any of its employees.

MISCELLANEOUS

FMLA

If you go on unpaid leave that qualifies as family leave under the Family and Medical Leave Act you may be able to continue receiving health care benefits. Contact the Plan Administrator for more information under the Plan.

Unclaimed Reimbursements

Payments from the Account that are not claimed on a timely basis (for example, checks issued from the Plan that are not timely cashed) will be forfeited and returned to the Plan. Please contact your Plan Administrator about what constitutes "timely" claims of payment from the Plan.

Excess Payments/Reimbursements

If you receive an excess benefit or payment under the Plan, you must immediately repay any such excess payments/reimbursements. You must also reimburse the County for any liability the County may incur for making such payments, including but not limited to, failure to withhold or pay payroll or withholding taxes from such payments or reimbursements. If you fail to timely repay an excess amount and/or make adequate indemnification, the Plan Administrator may: (i) to the extent permitted by applicable law, offset your salary or wages, and/or (ii) offset other benefits payable to you under this Plan.

Beneficiaries

If you die, your beneficiaries or your estate may submit claims for eligible expenses for the portion of the Plan Year preceding the date of your death. You may designate a specific beneficiary for this purpose. If you do not name a beneficiary, the Plan Administrator may pay any amount to your spouse, one or more of your dependents, or a representative of your estate.

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Qualified Medical Child Support Orders

In certain circumstances you may be able to enroll a child in the Plan if the Plan receives a Qualified Medical Child Support Order (QMCSO). You may obtain a copy of the QMCSO procedures from the Plan Administrator, free of charge.

Loss of Benefit

You may lose all or part of your Account(s) under the Plan if the unused balance is forfeited at the end of a Plan Year and if we cannot locate you when your benefit becomes payable to you.

Non-Alienation of Benefits

You may not alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which you may expect to receive, contingently or otherwise, under the Plan, except that you may designate a beneficiary to receive benefits under the Plan in the event of your death.

Amendment and Termination of the Plan

The County may amend or terminate the Plan at any time.

Plan Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding on all persons and parties.

Taxation

The County intends that all benefits provided under the Plan will not be taxable to you under federal tax law. However, the County does not represent or guarantee that any particular federal, state or local income, payroll, personal property or other tax consequence will result from participation in this Plan. You should consult with your professional tax advisor to determine the tax consequences of your participation in this Plan.

Governing Law

The Plan is governed by the laws of Texas to the extent not pre-empted by Federal law.

PLAN INFORMATION

1. The Plan Sponsor and Plan Administrator is Williamson County .

2. The Plan Sponsor's and Plan Administrator's Address is 100 Wilco Way, Suite #101, Georgetown, TX 78626

3. The Plan sponsor's EIN is 74-6000978

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4. The Plan Sponsor and Plan Administrator's phone number is 512-943-1604

5. The Plan is a cafeteria plan under section 125 of the Internal Revenue Code. The Health FSA Benefit under the Plan is a welfare benefit plan.

6. The Plan number is 504.

7. The Plan's designated agent for service of legal process is the Plan Sponsor. Any legal papers should be delivered to the Plan Sponsor at the address listed above. However, service may also be made upon the Plan Administrator.

8. The Plan Year is the 12-consecutive month period ending on 12/31.

9. Amount contributed by Plan Participants and the County to the Plan are general assets of the County. All payments of benefits under the Plan are made solely out of the general assets of the County. The County has no obligation to set aside any funds, establish a trust, or segregate any amounts for the purpose of making any benefit payments under this Plan. The County may, in its sole discretion, set aside funds, establish a trust, or segregate amounts for the purpose of making benefit payments under this Plan.

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Custom Language:

Employees that are rehired will be required to complete the (30) Thirty Day waiting period and will be eligible for coverage on the first day of the following month. However, since benefits are paid one pay period in advance, an employee that is reemployed within 30 days before their benefits term will remain eligible and not terminate.

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Commissioners Court - Regular Session **51.**

Meeting Date: 12/19/2023

Symetra Group Life Insurance Policy Documents

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 on the approval and execution of the following Symetra Insurance documents:

- Symetra Group Life Insurance Certificate Rider
- Symetra Group Life Insurance Certificate
- Symetra Amendment No. 3, Voluntary Long Term Disability Income Insurance
- Symetra Group Long Term Disability Insurance Certificate of Coverage
- Symetra Amendment No. 4, Voluntary Short Term Disability Income Insurance
- Symetra Group Voluntary Short Term Disability Insurance Certificate

Background

These policy documents are regarding the Symetra Employer sponsored Group Life Insurance and Group Voluntary Life, Short Term Disability/Long Term Disability insurance certificates and amendments as attached.

Three documents require signature:
1. Symetra Amendment No.3 Voluntary Long Term Disability Income Insurance
2. Symetra Amendment No. 4 Voluntary Short Term Disability Income Insurance
3. Symetra Group Life Certificate Rider

Two changes have been applied, one on April 1, 2023, as the waiting period changed from sixty (60) days to thirty (30) days and the second one, effective January 1, 2024, will apply as the Employer Group Life increased from $20k to $50k, and Employer Spouse Life increased from $5k to $10k.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Symetra Group Life Insurance Rider #08

Symetra Group Life Insurance Certificate

Symetra Voluntary Long Term Disability Amendment #03

Symetra Group Voluntary Long Term Disability Certificate

Symetra Group Voluntary Short Term Disability Amendment #04

Symetra Group Life Voluntary Short Term Disability Certificate

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Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 11:17 AM
Form Started By: Shelley Loughrey		Started On: 12/14/2023 10:57 AM
Final Approval Date: 12/14/2023		

SYMETRA
RETIREMENT | BENEFITS | LIFE

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

Incorporation Provision

Policy Rider

Rider Number: 8
Policyholder: Williamson County
Policy Number: 01 016850 00

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

Rider	Effective Date of Incorporation	Applicable to
8	December 6, 2023	Class 1

Certificate of Insurance	Effective Date of Change
LGC 13500/TX-CERT 07/17	January 1, 2024 (Revised December 6, 2023)

Certificate Change(s)

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

Certificate Page(s) Changed:

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

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

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

Williamson County

By: _____

Title: _____

Date: _____

Symetra Life Insurance Company

Margaret Meister

By: Margaret Meister
President

Date: December 12, 2023

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

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

SYMETRA®
RETIREMENT | BENEFITS | LIFE

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

Certificate Rider

Rider Number: 8
Policyholder: Williamson County
Policy Number: 01 016850 00

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

Certificate of Insurance	Effective Date of Change	Applicable to
LGC 13500/TX-CERT 07/17	January 1, 2024 (Revised December 6, 2023)	Class 1

Certificate Change(s)

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

Certificate Page(s) Changed:

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

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

In all other respects, the certificate remains the same.

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SYMETRA
RETIREMENT | BENEFITS | LIFE

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

EMPLOYEE ACCELERATED BENEFIT INSURANCE
WHAT YOU SHOULD KNOW

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

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

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

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

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

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

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

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

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

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

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

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

Incorporation Provision

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

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

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

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

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

Dedicated Beneficiary Assistance Coordinators are available 24/7 to:
- Answer any questions
- Offer guidance on how to obtain death certificate copies
- Manage notifications, including:
- Social Security Administration
- Credit reporting agencies
- Credit card companies/financial institutions
- Third-party vendors
- Government agencies

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

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

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To obtain these benefits, contact Europ Assistance at 1-877-823-5807. You may obtain a complete description of these services in the additional materials given to you by the Policyholder.

As an insured employee, you and your family members have access to these programs at no additional charge. Termination of these services will occur if your coverage under the group policy terminates for any reason, or in the event that the Policyholder chooses to discontinue these services.

The effective date of these changes is January 1, 2016, but will not be effective prior to an insured person's effective date of coverage. All other terms and provisions of the policy will apply other than as stated in this amendment.

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

In all other respects, The Policy and Certificate(s) of Insurance remain the same.

Symetra Life Insurance Company

Margaret Meister

By: Margaret Meister,
President

Instructions: Retain a copy with your policy.

SYMETRA®
RETIREMENT | BENEFITS | LIFE

Symetra Life Insurance Company

Group Life Insurance

CERTIFICATE

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

Class 1

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SYMETRA
RETIREMENT | BENEFITS | LIFE

CERTIFICATE OF INSURANCE

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

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

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

Signed for The Company

Jacqueline M. Veneziani — Jacqueline M. Veneziani, Secretary

Margaret Meister — Margaret Meister, President

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

Table of Contents

Certificate Face Page
Schedule of Insurance
Definitions
Eligibility and Enrollment
Period of Coverage
Benefits
General Provisions

Rider #8, Effective January 1, 2024 (Revised December 6, 2023)

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Schedule of Insurance

The benefits described herein are those in effect as of: January 1, 2024 (Revised December 6, 2023)

Cost of Coverage:
Non-Contributory Coverage:
Basic Life Insurance
Basic Accidental Death and Dismemberment Insurance
Basic Dependent Life Insurance

Contributory Coverage:
Supplemental Life Insurance
Supplemental Accidental Death and Dismemberment Insurance
Supplemental Dependent Life Insurance

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

Class 1 All Eligible Employees

Eligibility Waiting Period for Coverage:
If You are Actively at Work for the Employer on the Policy Effective Date or start working for the Employer after the Policy Effective date but prior to April 1, 2023: The first of the month following 60 days of continuous employment.

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

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

Life Insurance Benefit

Employee

	Benefit Amount	Benefit Maximum Amount	Guaranteed Issue Amount
Basic Class 1	$50,000	$50,000	$50,000
Supplemental Class 1	$10,000 to $400,000 in increments of $10,000 as selected by You on the enrollment card	$400,000, not to exceed 5 x Earnings	$100,000

Schedule of Insurance

Dependent

Basic Class 1	Benefit Amount	Benefit Maximum Amount	Guaranteed Issue Amount
Spouse	$10,000	$10,000	$10,000
Child			
birth to 6 months	$1,000	$1,000	$1,000
6 months to 26 years	$2,000	$2,000	$2,000

Supplemental Class 1	Benefit Amount	Benefit Maximum Amount	Guaranteed Issue Amount
Spouse	$5,000 to $300,000 in increments of $5,000 as selected by You on the enrollment card	$300,000, not to exceed 100% of Your Supplemental Life Benefit Amount	$25,000
Child			
birth to 6 months	$1,000	$1,000	$1,000
6 months to 26 years	$2,000, $5,000 or $10,000	$10,000	$10,000

Accidental Death and Dismemberment Insurance Benefit (AD&D)

Employee

Basic Class 1	Principal Sum $50,000	Principal Maximum Sum $50,000

Supplemental Class 1	Principal Sum	Principal Maximum Sum
	$10,000 to $400,000 in increments of $10,000 as selected by You on the enrollment card	$400,000, not to exceed 5 x Earnings

Additional Accidental Death and Dismemberment Insurance Benefits

Seat Belt and Air Bag Coverage

Seat Belt Benefit Amount:	10% of Basic and Supplemental AD&D Principal Sum
Seat Belt Maximum Amount:	$10,000
Seat Belt Minimum Amount:	$1,000
Air Bag Benefit Amount:	5% of Basic and Supplemental AD&D Principal Sum
Air Bag Maximum Amount:	$5,000

Repatriation Benefit

Benefit Amount:	5% of Basic and Supplemental AD&D Principal Sum
Maximum Amount:	$5,000

Schedule of Insurance

Child Education Benefit

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

Day Care Benefit

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

Rehabilitation Benefit

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

Coma Benefit

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

Reduction in Amount of Life Insurance

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

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

Reduction in Coverage Due to Age

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

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

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

on or after the date You attain age 65.

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

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

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

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

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

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

on or after the date You attain age 65.

Schedule of Insurance

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

Your Age	Benefit % Your Spouse Receives
65	65%

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

Your Spouse's coverage terminates when You attain age 70.

Definitions

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

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

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

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

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

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

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

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

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

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

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

Employer
means the Policyholder.

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

Definitions

Injury
means bodily Injury resulting:
1) directly from an accident; and
2) independently of all other causes;
which occurs while You are covered under The Policy.

Loss resulting from:
1) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
2) medical or surgical treatment of a sickness or disease;
is not considered as resulting from Injury.

Motor Vehicle
means a self-propelled, four or more wheeled:
1) private passenger: car, station wagon, van or sport utility vehicle;
2) motor home or camper; or
3) pick-up truck;
not being used as a Common Carrier.

A Motor Vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, lawnmowers or any other type of equipment vehicles.

Non-Contributory Coverage
means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

Normal Retirement Age
means the Social Security Normal Retirement Age under the most recent amendments to the United States Social Security Act. It is determined by Your date of birth, as follows:

Year of Birth	Normal Retirement Age	Year of Birth	Normal Retirement Age
1937 or before	65	1955	66 + 2 months
1938	65 + 2 months	1956	66 + 4 months
1939	65 + 4 months	1957	66 + 6 months
1940	65 + 6 months	1958	66 + 8 months
1941	65 + 8 months	1959	66 + 10 months
1942	65 + 10 months	1960 or after	67
1943 through 1954	66		

Physician
means a legally qualified Physician or surgeon other than a Physician or surgeon who is Related to You by blood or marriage.

Prior Policy
means, if applicable, the group life insurance policy carried by the Employer on the day before the Policy Effective Date.

Related
means Your Spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter or grandchild.

Definitions

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

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

We, Us or Our
means the insurance company named on the face page of The Policy.

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

Eligibility and Enrollment

Eligible Persons: *Who is eligible for coverage?*
All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

Eligibility for Coverage: *When will I become eligible?*
You will become eligible for coverage on the latest of:

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

Eligibility for Dependent Coverage: *When will I become eligible for Dependent Coverage?*
You will become eligible for Dependent coverage on the later of:

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

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

Enrollment: *How do I enroll for coverage for myself and my Dependents?*
For Non-Contributory Coverage, Your Employer will automatically enroll You. However, You will need to complete a beneficiary designation form.

To enroll for Contributory Coverage, You must:

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

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

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

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

Evidence of Insurability Requirements: *When will I first be required to provide Evidence of Insurability?*
We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

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

If Your Evidence of Insurability is not satisfactory to Us:

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

Eligibility and Enrollment

Dependent Evidence of Insurability Requirements: *When will my Dependent first be required to provide Evidence of Insurability?*
We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

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

However, no Evidence of Insurability will be required if the amount of Life Insurance for Your Dependent Child is $15,000 or less.

If Your Dependent Evidence of Insurability is not satisfactory to Us:

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

Evidence of Insurability: *What is Evidence of Insurability?*
Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

1) a completed and signed application approved by Us;
2) a medical examination;
3) attending Physicians' statement; and
4) any additional information We may require.

All Evidence of Insurability will be furnished at Your expense. We will then determine if You or Your Dependent are insurable for initial coverage or an increase in coverage under The Policy.

You will be notified in writing of Our determination of any Evidence of Insurability submission.

Change in Family Status: *What constitutes a Change in Family Status?*
A Change in Family Status occurs when:

1) You get married;
2) You and Your Spouse divorce;
3) Your child is born or You adopt or become the legal guardian of a child;
4) Your Spouse dies;
5) Your child is no longer financially dependent on You or dies;
6) Your Spouse is no longer employed, which results in a loss of group insurance; or
7) You have a change in classification from part-time to full-time or from full-time to part-time.

Period of Coverage

Effective Date: *When does my coverage start?*
Non-Contributory Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible.

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

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

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

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

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

Deferred Effective Date: *When will my effective date for coverage or a change in my coverage be deferred?*
If, on the date You are to become covered:

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

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

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

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

reduced by any coverage amount:

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

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

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

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

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

Dependent Effective Date: *When does Dependent coverage start?*
Non-Contributory Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible for Dependent coverage.

Period of Coverage

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

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

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

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

In no event will Dependent coverage become effective before You become insured.

Dependent Deferred Effective Date: *When will the effective date for Dependent coverage or a change in coverage be deferred?*
If, on the date Your Dependent, other than a newborn, is to become covered:

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

he or she is:

1) confined in a hospital; or
2) Confined Elsewhere;

such coverage will not start until he or she:

1) is discharged from the hospital; or
2) is no longer Confined Elsewhere;

and has engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.

This Deferred Effective Date provision will not apply to Disabled children who qualify under the definition of Dependent Child.

Confined Elsewhere means Your Dependent is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

Dependent Continuity from a Prior Policy: *Is there continuity of coverage from a Prior Policy for my Dependent?*
If, on the day before the Policy Effective Date, You were covered with respect to Your Dependent under the Prior Policy, the Deferred Effective Date provision will not apply to initial coverage under The Policy for such Dependent. However, the Dependent amount of Insurance will be the lesser of the amount of Life Insurance:

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

reduced by any coverage amount:

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

Change in Coverage: *When may I change my coverage or coverage for my Dependent?*
After Your initial enrollment, You may increase or decrease coverage for You or Your Dependent or add a new Dependent to Your existing Dependent coverage:

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

Period of Coverage

Effective Date for Changes in Coverage: *When will changes in coverage become effective?*
Any decrease in coverage will take effect on the date of the change.

Any increase in coverage will take effect on the latest of:
1) the date of the change;
2) the date requirements of the Deferred Effective Date provision are met; or
3) the date Evidence of Insurability is approved, if required.

Increase in Amount of Life Insurance: *If I request an increase in the amount of Life Insurance for myself or my Dependent, must we provide Evidence of Insurability?*
If You or Your Dependent are:
1) already enrolled for an amount of Life Insurance under The Policy, then You and Your Dependent must provide Evidence of Insurability for any increase; or
2) not already enrolled for Life Insurance under The Policy, You and Your Dependent must provide Evidence of Insurability for any amount of coverage, including an initial amount of Life Insurance.

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

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

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

Increase in Amount of Life Insurance: *If my amount of Life Insurance increases because my Earnings increase, must I provide Evidence of Insurability?*
If Your amount of Insurance is based on a multiple of Your Earnings, You must provide Evidence of Insurability if Your Earnings increase such that Your amount of Insurance is greater than the Guaranteed Issue Amount.

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

However, if:
1) You do not submit Evidence of Insurability; or
2) Your Evidence of Insurability is not satisfactory to Us;

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

Period of Coverage

Termination: *When will my coverage end?*
Your coverage will end on the earliest of the following:

1) the date The Policy terminates;
2) the last day of the pay period following the date You are no longer in a class eligible for coverage, or the class is cancelled;
3) the date the required premium is due but not paid;
4) the last day of the pay period following the date You or Your Employer terminates Your employment; or
5) the last day of the pay period following the date You are no longer Actively at Work;

unless continued in accordance with one of the Continuation Provisions.

Dependent Termination: *When does coverage for my Dependent end?*
Coverage for Your Dependent will end on the earliest to occur of:

1) the date Your coverage ends;
2) the date the required premium is due but not paid;
3) the date You are no longer eligible for Dependent coverage;
4) the date We or the Employer terminate Dependent coverage;
5) the date the Dependent no longer meets the definition of Dependent; or
6) the date You reach age 70;

unless continued in accordance with the Continuation Provisions.

Continuation Provisions: *Can my coverage be continued beyond the date it would otherwise terminate?*
Coverage under The Policy may be continued, at Your Employer's option, beyond a date shown in the Termination provision, provided Your Employer provides a plan of continuation which applies to all employees the same way. Coverage may not be continued under more than one Continuation Provision. The amount of continued coverage applicable to You will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

1) is subject to any reductions in The Policy;
2) is subject to payment of premium;
3) may be continued up to the maximum time shown in the provisions; and
4) terminates if The Policy terminates.

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions.

In all other respects, the terms of Your coverage remain unchanged.

Leave of Absence: If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, all of Your coverage may be continued until the last day of the month following the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Layoff: If You are temporarily laid off by the Employer due to lack of work, all of Your coverage may be continued until the last day of the month following the month in which the layoff commenced. If the layoff becomes permanent, this continuation will cease immediately.

Disability Insurance: If You are working for the Policyholder and:

1) are covered by; and
2) meet the definition of disabled under;

a Group Disability Insurance Policy, issued by Us to Your Employer, Your coverage may be continued until the last day of the 12th month after the date You became disabled, as defined in the Group Disability Insurance Policy.

Period of Coverage

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

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

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

Continuation for Dependent Child with Disabilities: *Will coverage for Dependent Child with Disabilities be continued?*
If Your Dependent Child reaches the age at which they would otherwise cease to be a Dependent as defined, and they are:

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

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

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

Coverage under The Policy will continue as long as:

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

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

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

Waiver of Premium: *Does coverage continue if I am Disabled?*
Waiver of Premium is a provision which allows You to continue Your and Your Dependent Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

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

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

Eligible Coverages: *What coverages are eligible under this provision?*
This provision applies only to:

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

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

Period of Coverage

Disabled: *What does Disabled mean?*
Disabled means You are prevented by Injury or sickness from doing any work for which You are, or could become, qualified by:

1) education;
2) training; or
3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 24 months or less.

Conditions for Qualification: *What conditions must I satisfy before I qualify for this provision?*
To qualify for Waiver of Premium You must:

1) be covered under The Policy and be under age 60 when You become Disabled;
2) be Disabled and provide Proof of Loss that You have been Disabled for six consecutive months, starting on the date You were last Actively at Work; and
3) provide such proof within one year of Your last day of work as an Active Employee.

In any event, You must have been Actively at Work under The Policy to qualify for Waiver of Premium.

When Premiums are Waived: *When will premiums be waived?*
If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first six months You are Disabled. We have the right to:

1) require Proof of Loss that You are Disabled; and
2) have You examined at reasonable intervals during the first two years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then You will be required to resume/continue contributions/premium payments in order to continue coverage.

However, if We deny Waiver of Premium, You may be eligible to:

1) continue coverage under the Portability Benefit; or
2) convert coverage in accordance with the Conversion Right;

for You and Your Dependent.

If You cease to be Disabled and return to work for a total of five days or less during the first six months that You are Disabled, the six month waiting period will not be interrupted. Except for the five days or less that You worked, You must be Disabled by the same condition for the total six month period. If You return to work for more than five days, You must satisfy a new waiting period.

Benefit Payable before Approval of Waiver of Premium: *What if I die or my Dependent dies before I qualify for Waiver of Premium?*
If You or Your Dependent die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the amount of Life Insurance which is in force for the deceased person provided:

1) You were continuously Disabled;
2) the disability lasted or would have lasted six months or more; and
3) premiums had been paid for coverage.

Waiver Ceases: *When will Waiver of Premium cease?*
We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain age 65 if Disabled prior to age 60.

Period of Coverage

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

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

What happens when Waiver of Premium ceases?
When the Waiver of Premium ceases:

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

Effect of Policy Termination: *What happens to the Waiver of Premium if The Policy terminates?*
If The Policy terminates before You qualify for Waiver of Premium:

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

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

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

Benefits

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

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

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

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

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

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

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

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

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

You may request a minimum Accelerated Benefit Amount of $3,000, and a maximum of $337,500. However, in no event will the Accelerated Benefit Amount exceed 75% of the Terminally Ill person's amount of Life Insurance. This option may be exercised only once for You and only once for each of Your Dependents.

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

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

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

Benefits

In the event:

1) You are required by law to accelerate benefits to meet the claims of creditors; or
2) if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement;

You will still be required to satisfy all the terms and conditions herein in order to receive an Accelerated Benefit.

If You have executed an assignment of rights and interest with respect to Your or Your Dependent amount of Life Insurance, in order to receive the Accelerated Benefit, We must receive a release from the assignee before any benefits are payable.

Terminal Illness or Terminally Ill means a life expectancy of 24 months or less.

Any portion of the Life Insurance Benefit Amount, remaining after reduction of the Life Insurance Benefit Amount, due to payment of any Accelerated Benefit referred to in this section and related charges, interest or liens, if applicable, shall be paid upon the death of the Terminally Ill person.

The Accelerated Benefit, related charges, interest, discounts or liens, if applicable, and the balance of the Life Insurance Benefit Amount shall constitute full settlement of the Life Insurance Benefit of the contract.

Proof of Terminal Illness and Examinations: *Must proof of Terminal Illness be submitted?*
We reserve the right to require satisfactory Proof of Terminal Illness on an ongoing basis. Any diagnosis submitted must be provided by a Physician.

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

No Longer Terminally Ill: *What happens to my coverage if I am no longer Terminally Ill or my Dependent is no longer Terminally Ill?*
If You or Your Dependent are diagnosed by a Physician as no longer Terminally Ill and:

1) are in an Eligible Class, coverage will remain in force, provided premium is paid;
2) are not in an Eligible Class, but You continue to meet the definition of Disabled, coverage will remain in force, subject to the Waiver of Premium provision; or
3) are not in an Eligible Class, but You do not continue to meet the definition of Disabled, coverage will end and You may be eligible to exercise the Conversion Right, if You do so within the time limits described in such provision.

In any event, the amount of coverage will be reduced by the Accelerated Benefit paid.

Conversion Right: *If coverage under The Policy ends, do I have a right to convert?*
If Life Insurance coverage or any portion of it under The Policy ends for any reason, You and Your Dependent may have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for:

1) the Accidental Death and Dismemberment Insurance Benefits; or
2) any amount of Life Insurance for which You or Your Dependent were not eligible and covered;

under The Policy.

Benefits

If coverage under The Policy ends because:
1) The Policy is terminated; or
2) coverage for an Eligible Class is terminated;

then You or Your Dependent must have been insured under The Policy for five years or more, in order to be eligible to convert coverage. The amount which may be converted under these circumstances is limited to the lesser of:
1) $10,000; or
2) the Life Insurance Benefit under The Policy less any amount of Life Insurance for which You or Your Dependent may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

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

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

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

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must:
1) complete and return the request form in the proposal; and
2) pay the required premium for coverage;

within the time period specified in the proposal.

Any individual policy issued to You or Your Dependent under the Conversion Right:
1) will be effective as of the 32nd day after the date coverage ends; and
2) will be in lieu of coverage for this amount under The Policy.

Conversion Policy Provisions: *What are the Conversion Policy Provisions?*
The Conversion Policy will:
1) be issued on one of the Life Insurance policy forms the Insurer is issuing for this purpose at the time of conversion; and
2) base premiums on the Insurer's rates in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide:
1) the same terms and conditions of coverage as The Policy;
2) any benefit other than the Life Insurance Benefit; and
3) term insurance.

However, Conversion is not available for any amount of Life Insurance which was, or is being, continued:
1) in accordance with the Waiver of Premium provision;
2) under a certificate of insurance issued in accordance with the Portability provision; or
3) in accordance with the Continuation Provisions;

until such coverage ends.

Benefits

Death within the Conversion Period: *What if I or my Dependent die before coverage is converted?*
We will pay the deceased person's amount of Life Insurance You would have had the right to apply for under this provision if:

1) coverage under The Policy terminates;
2) You or Your Dependent die within 31 days of the date coverage terminates; and
3) We receive Proof of Loss.

If the Conversion Policy has already taken effect, no Life Insurance Benefit will be payable under The Policy for the amount converted.

Effect of Waiver of Premium on Conversion: *What happens to the Conversion Policy if Waiver of Premium is later approved?*
If You apply and are approved for Waiver of Premium after an individual Conversion Policy has been issued, any benefit payable at Your or Your Dependent's death under The Policy will be paid only if the individual Conversion Policy is surrendered.

Portability Benefits: *What is Portability?*
Portability is a provision which allows You and Your Dependent to continue coverage under a Group Portability policy when coverage would otherwise end due to certain Qualifying Events. Portability applies to Supplemental Life Insurance and Supplemental Dependent Life Insurance only.

Qualifying Events: *What are Qualifying Events?*
Qualifying Events for You are:

1) Your employment terminates, for any reason prior to Normal Retirement Age; or
2) Your membership in an Eligible Class under The Policy ends.

Qualifying Events for Your Dependent are:

1) Your Employment terminates, for any reason prior to Normal Retirement Age;
2) Your death;
3) Your membership in a class eligible for Dependent coverage ends; or
4) he or she no longer meets the definition of Dependent. However, a Dependent Child who reaches the limiting age under The Policy is not eligible for Portability.

Electing Portability: *How do I elect Portability?*
You may elect Portability for Your coverage after Your Supplemental coverage ends because You had a Qualifying Event. You may also elect Portability for Your Dependent coverage if Your Dependent has a Qualifying Event. The Policy must still be in force in order for Portability to be available.

In order for Dependent Child coverage to be continued under this provision, You or Your Spouse must elect to continue coverage.

To elect Portability for You or Your Dependent, You must:

1) complete and have Your Employer sign a Portability application; and
2) submit the application to Us, with the required premium.

This must be received within:

1) 31 days after Life Insurance terminates; or
2) 15 days from the date Your Employer signs the application;

whichever is later. However, Portability requests will not be accepted if they are received more than 91 days after Life Insurance terminates.

Benefits

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

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

The terms and conditions of coverage under the Portability policy will not be the same terms and conditions that are applicable to coverage under The Policy.

Limitations: *What limitations apply to this benefit?*
You may elect to continue 50%, 75% or 100% of the amount of Life Insurance which is ending for You or Your Dependent. This amount will be rounded to the next higher multiple of $1,000, if not already a multiple of $1,000. However, the amount of Life Insurance that may be continued will not exceed:

1) $300,000 for You;
2) $50,000 for Your Spouse; or
3) $10,000 for Your Dependent Child.

If You elect to continue 50% or 75% now, You may not continue any portion of the remaining amount under this Portability provision at a later date. In no event will You or Your Spouse be able to continue an amount of Life Insurance which is less than $5,000.

Portability is not available for any amount of Life Insurance for which You or Your Dependent were not eligible and covered.

In addition, Portability is not available if You or Your Dependent are entering active military service.

Effect of Portability on other Provisions: *How does Portability affect other provisions?*
Portability is not available for any amount of Life Insurance which was, or is being, continued in accordance with the:

1) Conversion Right;
2) Waiver of Premium provision; or
3) Continuation Provisions;

under The Policy. However, if:

1) You elect to continue only a portion of terminated coverage under this Portability provision; or
2) the amount of Life Insurance exceeds the maximum Portability amount;

then the Conversion Right may be available for the remaining amount.

The Waiver of Premium provision will not be available if You elect to continue coverage under this Portability provision.

Accidental Death and Dismemberment Insurance Benefit: *When is the Accidental Death and Dismemberment Insurance Benefit payable?*
If You sustain an Injury which results in any of the following Losses within 365 days of the date of accident, We will pay Your amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss, after We receive Proof of Loss in accordance with the Proof of Loss provision.

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

We will not pay more than the Principal Sum, to any one person, for all Losses due to the same accident. Your amount of Principal Sum is shown in the Schedule of Insurance.

Benefits

For Loss of:

Life	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes	Principal Sum
One Hand and One Foot	Principal Sum
Speech and Hearing in Both Ears	Principal Sum
Either Hand or Foot and Sight of One Eye	Principal Sum
Movement of Both Upper and Lower Limbs (Quadriplegia)	Principal Sum
Movement of Both Lower Limbs (Paraplegia)	Three-Quarters of Principal Sum
Movement of Three Limbs (Triplegia)	Three-Quarters of Principal Sum
Movement of the Upper and Lower Limbs of One Side of the Body (Hemiplegia)	One-Half of Principal Sum
Either Hand or Foot	One-Half of Principal Sum
Sight of One Eye	One-Half of Principal Sum
Speech or Hearing in Both Ears	One-Half of Principal Sum
Movement of One Limb (Uniplegia)	One-Quarter of Principal Sum
Thumb and Index Finger of Either Hand	One-Quarter of Principal Sum

Loss means with regard to:

1) hands and feet, actual severance through or above wrist or ankle joints;
2) sight, speech and hearing, entire and irrecoverable loss thereof;
3) thumb and index finger, actual severance through or above the metacarpophalangeal joints; or
4) movement, complete and irreversible paralysis of such limbs.

Exposure and Disappearance: *What if Loss is due to exposure or disappearance?*
Exposure to the elements will be presumed to be Injury if:

1) it results from the forced landing, stranding, sinking or wrecking of a conveyance in which You were an occupant at the time of the accident; and
2) The Policy would have covered an Injury resulting from the accident.

We will presume that You suffered Loss of life if:

1) Your body has not been found within one year after the disappearance of a conveyance in which You were an occupant at the time of its disappearance;
2) the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and
3) The Policy would have covered Injury resulting from the accident.

Seat Belt and Air Bag Benefit: *When is the Seat Belt and Air Bag Benefit payable?*
If You sustain an Injury that results in a Loss payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Seat Belt and Air Bag Benefit if the Injury occurred while You were:

1) a passenger riding in; or
2) the licensed operator of;

a properly registered Motor Vehicle and were wearing a Seat Belt at the time of the Accident as verified on the police accident report.

This Benefit will be paid:

1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
2) according to the General Provisions of The Policy.

If a Seat Belt Benefit is payable, We will also pay an Air Bag Benefit if You were:

1) positioned in a seat equipped with a factory-installed Air Bag; and
2) properly strapped in the Seat Belt when the Air Bag inflated.

Benefits

The Seat Belt Benefit is the lesser of:

1) an amount resulting from multiplying Your amount of Principal Sum by the Seat Belt Benefit Percentage; or
2) the Maximum Amount for this Benefit.

The Air Bag Benefit is the lesser of:

1) an amount resulting from multiplying Your amount of Principal Sum by the Air Bag Benefit Percentage; or
2) the Maximum Amount for this Benefit.

If it cannot be determined that You were wearing a Seat Belt at the time of Accident, a Minimum Benefit will be payable under the Seat Belt Benefit.

Accident, for the purpose of this Benefit only, means the unintentional collision of a Motor Vehicle during which You were wearing a Seat Belt.

Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the Motor Vehicle or its proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

Seat Belt means an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Motor Vehicle, or proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Repatriation Benefit: *When is the Repatriation Benefit payable?*
If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Repatriation Benefit, if the death occurs outside the territorial limits of the state or country of Your place of permanent residence.

This Benefit will be paid:

1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
2) according to the General Provisions of The Policy.

The Repatriation Benefit will pay the least of:

1) the actual expenses incurred for:
   a) preparation of the body for burial or cremation; and
   b) transportation of the body to the place of burial or cremation;
2) the amount resulting from multiplying Your amount of Principal Sum by the Repatriation Benefit Percentage; or
3) the Maximum Amount for this Benefit.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Child Education Benefit: *When is the Child Education Benefit payable?*
If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Child Education Benefit to Your Child.

This Benefit will be paid:

1) after We receive proof that Your Child qualifies as a Student, as defined in this Benefit; and
2) according to the General Provisions of The Policy.

Benefits

If You die, the Child Education Benefit provides an annual amount equal to the lesser of:
1) the amount resulting from multiplying Your amount of Principal Sum by the Child Education Percentage; or
2) the Maximum Amount for this Benefit.

The Child Education Benefit is payable to each of Your Children:
1) on the date; and
2) for whom;

We have received proof satisfactory to Us that he or she is a Student.

If he or she is a minor, We will pay the benefit to the Student's legal guardian.

We will pay the Child Education Benefit to a qualifying Student until the first to occur of:
1) Our payment of the fourth Child Education Benefit to or on behalf of that person; or
2) the end of the 12th consecutive month during which We have not received proof satisfactory to Us that he or she is a Student.

We will not pay more than one Child Education Benefit to any one Student during any one school year.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision of The Policy if:
1) a Principal Sum is payable because of Your death; and
2) no person qualifies as a Student.

Student means Your Child who on the date of Your death:
1) is a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning on the date of Your death; or
2) became a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning within 365 days after Your death and was a student in the 12th grade on the date of Your death.

If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student qualifies as a Student.

Child means Your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age 21 who:
1) regularly attends an accredited institution of learning; and
2) is primarily dependent on You for financial support and maintenance.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Day Care Benefit: *When is the Day Care Benefit payable?*
If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Day Care Benefit for each of Your Children if such Child is under age seven at the time of Your death.

This Benefit will be paid:
1) after We receive proof of enrollment in a Day Care Program as described in this Benefit; and
2) according to the General Provisions of The Policy.

We will make one Day Care Benefit payment each year, for a maximum of four Day Care Benefit payments, for each Child. The Benefit will be paid to the person who has primary responsibility for the Child's Day Care expenses.

Benefits

Proof of enrollment satisfactory to Us for each Child in a Day Care Program includes, but will not be limited to, the following:

1) a copy of the Child's approved enrollment application in a Day Care Program;
2) cancelled check(s) evidencing payment to a Day Care facility or Day Care provider; or
3) a letter from the Day Care facility or Day Care provider stating that the Child:
   a) is attending a Day Care Program; or
   b) has been enrolled in a Day Care Program and will be attending within 365 days of the date of the death.

Proof of enrollment must be sent to Us prior to the last day of the 12th month following the date of death.

If You die, the Day Care Benefit provides an annual amount equal to the lesser of:

1) the amount resulting from multiplying Your amount of Principal Sum by the Day Care Benefit; or
2) the Maximum Amount for this Benefit.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision for payment of benefits for Loss of life if:

1) a Principal Sum is payable because of Your death; and
2) no person qualifies as a Child eligible for the Day Care Benefit.

Day Care or Day Care Program means a program of child care which:

1) is operated in a private home, school or other facility;
2) provides, and makes a charge for, the care of children;
3) is licensed as a day care center or is operated by a licensed day care provider, if such licensing is required by the state or jurisdiction in which it is located; or
4) if licensing is not required, provides child care on a daily basis for 12 months a year.

Child means Your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age seven and primarily dependent on You for financial support and maintenance.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Rehabilitation Benefit: *When is the Rehabilitation Benefit payable?*
If You sustain an Injury which results in a Loss other than Loss of life, payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Rehabilitation Benefit for Rehabilitative Program Expenses Incurred within one year of the date of accident.

This Benefit will be paid:

1) after We receive proof of Expenses Incurred for a Rehabilitative Program, in accordance with the Proof of Loss provision; and
2) according to the General Provisions of The Policy.

The Rehabilitation Benefit provides an amount equal to the least of:

1) the actual Expense Incurred for a Rehabilitative Program;
2) the amount resulting from multiplying Your amount of Principal Sum by the Rehabilitation Benefit Percentage; or
3) the Maximum Amount for this Benefit.

Rehabilitative Program means any training which:

1) is required due to Your Injury; and
2) prepares You for an occupation for which You were not previously trained.

Benefits

Expense Incurred means the actual cost of:
1) training; and
2) materials needed for the training.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Coma Benefit: *When is the Coma Benefit payable?*
If, as a result of an Injury, You:
1) are in a Coma within 31 days from the date of accident; and
2) remain continuously in a Coma for at least the number of days shown as the Waiting Period;

We will pay 1% of the Coma Maximum Benefit Amount for each month after the Waiting Period that You remain in a Coma.

This Benefit will be paid:
1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
2) according to the General Provisions of The Policy.

We will pay the benefit until the earliest to occur of:
1) the end of the month in which You die;
2) the end of the month in which You recover from the Coma; or
3) when the total payment equals the Coma Maximum Benefit Amount.

The Coma Maximum Benefit equals Your amount of Principal Sum less all other payments under The Policy for the Injury.

Coma means complete and continuous:
1) unconsciousness; and
2) inability to respond to external or internal stimuli, as verified by a Physician.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Exclusions: *What is not covered under The Policy?* (Applies to Accidental Death and Dismemberment Insurance only)
The Policy does not cover any Loss caused or contributed by:
1) intentionally self-inflicted Injury;
2) suicide or attempted suicide, whether sane or insane;
3) war or act of war, whether declared or not;
4) Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority;
5) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician;
6) Injury sustained while committing or attempting to commit a felony;
7) Injury sustained while Intoxicated; or
8) Injury sustained while driving while Intoxicated.

Intoxicated means:
1) the blood alcohol content;
2) the results of other means of testing blood alcohol level; or
3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

General Provisions

Notice of Claim: *When should I notify The Company of a claim?*
You, or the person who has the right to claim benefits, must give Us written notice of a claim within 30 days after:

1) the date of death; or
2) the date of Loss.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address and the Policy Number.

Claim Forms: *Are special forms required to file a claim?*
Within 15 days of receiving a Notice of Claim, We will send forms to the claimant to provide Proof of Loss. If We do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.

Proof of Loss: *What is Proof of Loss?*
Proof of Loss may include, but is not limited to, the following:

1) a completed claim form;
2) a certified copy of the death certificate (if applicable);
3) Your enrollment form;
4) Your beneficiary designation (if applicable);
5) if applicable, documentation of:
    a) the date Your disability began;
    b) the cause of Your disability; and
    c) the prognosis of Your disability;
6) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
7) the names and addresses of all:
    a) Physicians or other qualified medical professionals You have consulted;
    b) hospitals or other medical facilities in which You have been treated; and
    c) pharmacies which have filled Your prescriptions within the past three years;
8) Your signed authorization for Us to obtain and release medical, employment and financial information; or
9) any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

Sending Proof of Loss: *When must Proof of Loss be given?*
Written Proof of Loss should be sent to Us:

1) with respect to the Life Insurance Benefits, within 90 days; and
2) with respect to the Accidental Death and Dismemberment Insurance Benefits, within two months;

after the Loss. However, all claims should be submitted to Us within 90 days of the date coverage ends.

If proof is not given by the time it is due, it will not affect the claim if:

1) it was not possible to give proof within the required time; and
2) proof is given as soon as possible; but
3) not later than one year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.

Physical Examination and Autopsy: *Can We have a claimant examined or request an autopsy?*
While a claim is pending We have the right at Our expense:

1) to have the person who has a Loss examined by a Physician when and as often as We reasonably require; and
2) to have an autopsy performed in case of death where it is not forbidden by law.

General Provisions

Claim Payment: *When are benefit payments issued?*
When We determine that benefits are payable, We will pay the benefits due in accordance with the Claims to be Paid provision, but not later than two months after the date of receipt of proof of death of the insured, and the right of the claimant to the policy proceeds.

Interest accrues from the date We receive due proof of loss until the date We pay the claim, based on the rate at which interest accrues on proceeds that are left on deposit with Us.

Claims to be Paid: *To whom will benefits for my claim be paid?*
Life Insurance Benefits and benefits for Loss of life under the Accidental Death and Dismemberment Insurance Benefits will be paid in accordance with the life insurance beneficiary designation.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:
1) the executors or administrators of Your estate;
2) all to Your surviving Spouse;
3) if Your Spouse does not survive You, in equal shares to Your surviving Children; or
4) if no Child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to $500 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

If any beneficiary is a minor, We may pay his or her share, until a legal guardian of the minor's estate is appointed, to a person who at Our option and in Our opinion is providing financial support and maintenance for the minor. We will pay:
1) $200 at Your death; and
2) monthly installments of not more than $200.

Payment to any person as shown above will release Us from all further liability for the amount paid.

We will pay the Life Insurance Benefit at Your Dependent's death to You, if living. Otherwise, it will be paid, at Our option, to Your surviving Spouse or the executor or administrator of Your estate.

We will make any payments, other than for Loss of life, to You. We may make any such payments owed at Your death to Your estate. If any payment is owed to:
1) Your estate;
2) a person who is a minor; or
3) a person who is not legally competent;

then We may pay up to $1,000 to a person who is related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

Beneficiary Designation: *How do I designate or change my beneficiary?*
You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

General Provisions

Claim Denial: *What notification will my beneficiary or I receive if a claim is denied?*
If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision. This written notification will:

1) give the specific reason(s) for the denial;
2) make specific reference to the provisions upon which the denial is based;
3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
4) provide an explanation of the review procedure.

Claim Appeal: *What recourse will my beneficiary or I have if a claim is denied?*
On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

1) must request a review upon written application within:
   a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
   b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
2) may request copies of all documents, records and other information relevant to the claim; and
3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

Policy Interpretation: *Who interprets policy terms and conditions?*
We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Incontestability: *When can The Policy be contested?*
Except for non-payment of premiums, the Life Insurance Benefit of The Policy cannot be contested after two years from the Policy Effective Date.

No statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You. All statements made by the insured, in the absence of fraud, must be deemed representations and not warranties.

No statement made relating to Your Dependent being insurable will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during the Dependent's lifetime. In order to be used, the statement must be in writing and signed by You or Your representative.

General Provisions

Entire Contract:
The contract between the parties consists of:

1) The Policy;
2) any certificates incorporated and made a part of The Policy;
3) any riders issued in connection with such certificates;
4) the Policyholder's application, if any, a copy of which is attached to and made a part of The Policy when issued; and
5) any written medical insurability application submitted by the Eligible Person/Employee and accepted by The Company in connection with The Policy.

In absence of fraud, all statements made by the Policyholder or persons insured under The Policy will be deemed representations and not warranties. No statement made to effect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary.

Assignment: *Are there any rights of assignment?*
Except for the dismemberment benefits under the Accidental Death and Dismemberment Insurance Benefit, You have the right to absolutely assign all of Your rights and interest under The Policy including, but not limited to, the following:

1) the right to make any contributions required to keep the insurance in force;
2) the right to convert; and
3) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under The Policy, provided:

1) it is duly executed; and
2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

1) for the validity or effect of any assignment; or
2) to provide any assignee with notices which We may be obligated to provide to You.

You do not have the right to collaterally assign Your rights and interest under The Policy.

Legal Actions: *When can legal action be taken?*
Legal action cannot be taken against Us:

1) sooner than 60 days after the date written Proof of Loss is furnished; or
2) three years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

Workers' Compensation: *How does The Policy affect Workers' Compensation coverage?*
The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

Insurance Fraud: *How does The Company deal with fraud?*
Insurance fraud occurs when You, Your Dependent and/or Your Employer provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You, Your Dependent and/or Your Employer commit insurance fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit insurance fraud. We will pursue all available legal remedies if You, Your Dependent and/or Your Employer perpetrate insurance fraud.

General Provisions

Misstatements: *What happens if facts are misstated?*
If material facts about You or Your Dependent were not stated accurately:

1) the premium may be adjusted; and
2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

Grace Period:
The Company will allow a 31 day grace period for the payment of all premiums after the first. During this 31 day period, The Policy will stay in force. If the owed premium is not paid by the 31st day, The Policy will automatically terminate. If You give The Company written advance notice of an earlier cancellation date, The Policy will terminate on the earlier date. Premium is due for each day The Policy is in force.



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, WA 98004-5135

Telephone: 1-800-SYMETRA or 1-800-796-3872

Important information regarding your Certificate of Insurance:

This Certificate evidencing your insurance coverage is made available to you by your group insurance policyholder.

Symetra Life Insurance Company is only responsible for the accuracy of the Certificate which Symetra provides to the policyholder. The policyholder is **solely** responsible for the accuracy of the information contained herein.

From time to time your Certificate may be modified by Symetra, and an updated electronic Certificate will be made available to you by the policyholder. You are advised to periodically review your Certificate to ensure that you have the most current version.

You have the right to request a paper copy of your current Certificate at any time. If you wish to receive a paper copy of your Certificate you may obtain one by contacting the policyholder.

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

Certificate Rider

Rider Number: 8
Policyholder: Williamson County
Policy Number: 01 016850 00

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

Certificate of Insurance	Effective Date of Change	Applicable to
LGC 13500/TX-CERT 07/17	January 1, 2024 (Revised December 6, 2023)	Class 1

Certificate Change(s)

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

Certificate Page(s) Changed:

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

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

In all other respects, the certificate remains the same.

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

EMPLOYEE ACCELERATED BENEFIT INSURANCE
WHAT YOU SHOULD KNOW

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

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

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

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

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

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

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

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

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

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

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

Incorporation Provision

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

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

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

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

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

Dedicated Beneficiary Assistance Coordinators are available 24/7 to:
- Answer any questions
- Offer guidance on how to obtain death certificate copies
- Manage notifications, including:
- Social Security Administration
- Credit reporting agencies
- Credit card companies/financial institutions
- Third-party vendors
- Government agencies

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

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

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To obtain these benefits, contact Europ Assistance at 1-877-823-5807. You may obtain a complete description of these services in the additional materials given to you by the Policyholder.

As an insured employee, you and your family members have access to these programs at no additional charge. Termination of these services will occur if your coverage under the group policy terminates for any reason, or in the event that the Policyholder chooses to discontinue these services.

The effective date of these changes is January 1, 2016, but will not be effective prior to an insured person's effective date of coverage. All other terms and provisions of the policy will apply other than as stated in this amendment.

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

In all other respects, The Policy and Certificate(s) of Insurance remain the same.

Symetra Life Insurance Company

Margaret Meister

By: Margaret Meister,
President

Instructions: Retain a copy with your policy.

SYMETRA®
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Symetra Life Insurance Company

Group Life Insurance

CERTIFICATE

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

Class 1

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CERTIFICATE OF INSURANCE

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

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

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

Signed for The Company

Jacqueline M. Veneziani, Secretary

Margaret Meister, President

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

Table of Contents

Certificate Face Page
Schedule of Insurance
Definitions
Eligibility and Enrollment
Period of Coverage
Benefits
General Provisions

Rider #8, Effective January 1, 2024 (Revised December 6, 2023)

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

Schedule of Insurance

The benefits described herein are those in effect as of: January 1, 2024 (Revised December 6, 2023)

Cost of Coverage:
Non-Contributory Coverage:
Basic Life Insurance
Basic Accidental Death and Dismemberment Insurance
Basic Dependent Life Insurance

Contributory Coverage:
Supplemental Life Insurance
Supplemental Accidental Death and Dismemberment Insurance
Supplemental Dependent Life Insurance

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

Class 1 All Eligible Employees

Eligibility Waiting Period for Coverage:
If You are Actively at Work for the Employer on the Policy Effective Date or start working for the Employer after the Policy Effective date but prior to April 1, 2023: The first of the month following 60 days of continuous employment.

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

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

Life Insurance Benefit

Employee

	Benefit Amount	Benefit Maximum Amount	Guaranteed Issue Amount
Basic Class 1	$50,000	$50,000	$50,000
Supplemental Class 1	$10,000 to $400,000 in increments of $10,000 as selected by You on the enrollment card	$400,000, not to exceed 5 x Earnings	$100,000

Schedule of Insurance

Dependent

Basic	Benefit Amount	Benefit Maximum Amount	Guaranteed Issue Amount
Class 1			
Spouse	$10,000	$10,000	$10,000
Child			
birth to 6 months	$1,000	$1,000	$1,000
6 months to 26 years	$2,000	$2,000	$2,000

Supplemental	Benefit Amount	Benefit Maximum Amount	Guaranteed Issue Amount
Class 1			
Spouse	$5,000 to $300,000 in increments of $5,000 as selected by You on the enrollment card	$300,000, not to exceed 100% of Your Supplemental Life Benefit Amount	$25,000
Child			
birth to 6 months	$1,000	$1,000	$1,000
6 months to 26 years	$2,000, $5,000 or $10,000	$10,000	$10,000

Accidental Death and Dismemberment Insurance Benefit (AD&D)

Employee

Basic	Principal Sum	Principal Maximum Sum
Class 1	$50,000	$50,000

Supplemental	Principal Sum	Principal Maximum Sum
Class 1	$10,000 to $400,000 in increments of $10,000 as selected by You on the enrollment card	$400,000, not to exceed 5 x Earnings

Additional Accidental Death and Dismemberment Insurance Benefits

Seat Belt and Air Bag Coverage

Seat Belt Benefit Amount:	10% of Basic and Supplemental AD&D Principal Sum
Seat Belt Maximum Amount:	$10,000
Seat Belt Minimum Amount:	$1,000
Air Bag Benefit Amount:	5% of Basic and Supplemental AD&D Principal Sum
Air Bag Maximum Amount:	$5,000

Repatriation Benefit

Benefit Amount:	5% of Basic and Supplemental AD&D Principal Sum
Maximum Amount:	$5,000

Schedule of Insurance

Child Education Benefit

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

Day Care Benefit

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

Rehabilitation Benefit

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

Coma Benefit

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

Reduction in Amount of Life Insurance

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

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

Reduction in Coverage Due to Age

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

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

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

on or after the date You attain age 65.

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

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

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

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

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

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

on or after the date You attain age 65.

Schedule of Insurance

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

Your Age	Benefit % Your Spouse Receives
65	65%

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

Your Spouse's coverage terminates when You attain age 70.

Definitions

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

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

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

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

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

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

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

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

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

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

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

Employer
means the Policyholder.

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

Definitions

Injury
means bodily Injury resulting:
1) directly from an accident; and
2) independently of all other causes;
which occurs while You are covered under The Policy.

Loss resulting from:
1) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
2) medical or surgical treatment of a sickness or disease;
is not considered as resulting from Injury.

Motor Vehicle
means a self-propelled, four or more wheeled:
1) private passenger: car, station wagon, van or sport utility vehicle;
2) motor home or camper; or
3) pick-up truck;
not being used as a Common Carrier.

A Motor Vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, lawnmowers or any other type of equipment vehicles.

Non-Contributory Coverage
means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

Normal Retirement Age
means the Social Security Normal Retirement Age under the most recent amendments to the United States Social Security Act. It is determined by Your date of birth, as follows:

Year of Birth	Normal Retirement Age	Year of Birth	Normal Retirement Age
1937 or before	65	1955	66 + 2 months
1938	65 + 2 months	1956	66 + 4 months
1939	65 + 4 months	1957	66 + 6 months
1940	65 + 6 months	1958	66 + 8 months
1941	65 + 8 months	1959	66 + 10 months
1942	65 + 10 months	1960 or after	67
1943 through 1954	66		

Physician
means a legally qualified Physician or surgeon other than a Physician or surgeon who is Related to You by blood or marriage.

Prior Policy
means, if applicable, the group life insurance policy carried by the Employer on the day before the Policy Effective Date.

Related
means Your Spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter or grandchild.

Definitions

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

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

We, Us or Our
means the insurance company named on the face page of The Policy.

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

Eligibility and Enrollment

Eligible Persons: *Who is eligible for coverage?*
All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

Eligibility for Coverage: *When will I become eligible?*
You will become eligible for coverage on the latest of:

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

Eligibility for Dependent Coverage: *When will I become eligible for Dependent Coverage?*
You will become eligible for Dependent coverage on the later of:

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

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

Enrollment: *How do I enroll for coverage for myself and my Dependents?*
For Non-Contributory Coverage, Your Employer will automatically enroll You. However, You will need to complete a beneficiary designation form.

To enroll for Contributory Coverage, You must:

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

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

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

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

Evidence of Insurability Requirements: *When will I first be required to provide Evidence of Insurability?*
We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

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

If Your Evidence of Insurability is not satisfactory to Us:

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

Eligibility and Enrollment

Dependent Evidence of Insurability Requirements: *When will my Dependent first be required to provide Evidence of Insurability?*
We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

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

However, no Evidence of Insurability will be required if the amount of Life Insurance for Your Dependent Child is $15,000 or less.

If Your Dependent Evidence of Insurability is not satisfactory to Us:

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

Evidence of Insurability: *What is Evidence of Insurability?*
Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

1) a completed and signed application approved by Us;
2) a medical examination;
3) attending Physicians' statement; and
4) any additional information We may require.

All Evidence of Insurability will be furnished at Your expense. We will then determine if You or Your Dependent are insurable for initial coverage or an increase in coverage under The Policy.

You will be notified in writing of Our determination of any Evidence of Insurability submission.

Change in Family Status: *What constitutes a Change in Family Status?*
A Change in Family Status occurs when:

1) You get married;
2) You and Your Spouse divorce;
3) Your child is born or You adopt or become the legal guardian of a child;
4) Your Spouse dies;
5) Your child is no longer financially dependent on You or dies;
6) Your Spouse is no longer employed, which results in a loss of group insurance; or
7) You have a change in classification from part-time to full-time or from full-time to part-time.

Period of Coverage

Effective Date: *When does my coverage start?*
Non-Contributory Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible.

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

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

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

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

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

Deferred Effective Date: *When will my effective date for coverage or a change in my coverage be deferred?*
If, on the date You are to become covered:

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

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

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

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

reduced by any coverage amount:

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

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

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

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

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

Dependent Effective Date: *When does Dependent coverage start?*
Non-Contributory Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible for Dependent coverage.

Period of Coverage

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

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

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

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

In no event will Dependent coverage become effective before You become insured.

Dependent Deferred Effective Date: *When will the effective date for Dependent coverage or a change in coverage be deferred?*
If, on the date Your Dependent, other than a newborn, is to become covered:

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

he or she is:

1) confined in a hospital; or
2) Confined Elsewhere;

such coverage will not start until he or she:

1) is discharged from the hospital; or
2) is no longer Confined Elsewhere;

and has engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.

This Deferred Effective Date provision will not apply to Disabled children who qualify under the definition of Dependent Child.

Confined Elsewhere means Your Dependent is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

Dependent Continuity from a Prior Policy: *Is there continuity of coverage from a Prior Policy for my Dependent?*
If, on the day before the Policy Effective Date, You were covered with respect to Your Dependent under the Prior Policy, the Deferred Effective Date provision will not apply to initial coverage under The Policy for such Dependent. However, the Dependent amount of Insurance will be the lesser of the amount of Life Insurance:

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

reduced by any coverage amount:

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

Change in Coverage: *When may I change my coverage or coverage for my Dependent?*
After Your initial enrollment, You may increase or decrease coverage for You or Your Dependent or add a new Dependent to Your existing Dependent coverage:

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

Period of Coverage

Effective Date for Changes in Coverage: *When will changes in coverage become effective?*
Any decrease in coverage will take effect on the date of the change.

Any increase in coverage will take effect on the latest of:
1) the date of the change;
2) the date requirements of the Deferred Effective Date provision are met; or
3) the date Evidence of Insurability is approved, if required.

Increase in Amount of Life Insurance: *If I request an increase in the amount of Life Insurance for myself or my Dependent, must we provide Evidence of Insurability?*
If You or Your Dependent are:
1) already enrolled for an amount of Life Insurance under The Policy, then You and Your Dependent must provide Evidence of Insurability for any increase; or
2) not already enrolled for Life Insurance under The Policy, You and Your Dependent must provide Evidence of Insurability for any amount of coverage, including an initial amount of Life Insurance.

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

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

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

Increase in Amount of Life Insurance: *If my amount of Life Insurance increases because my Earnings increase, must I provide Evidence of Insurability?*
If Your amount of Insurance is based on a multiple of Your Earnings, You must provide Evidence of Insurability if Your Earnings increase such that Your amount of Insurance is greater than the Guaranteed Issue Amount.

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

However, if:
1) You do not submit Evidence of Insurability; or
2) Your Evidence of Insurability is not satisfactory to Us;

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

Period of Coverage

Termination: *When will my coverage end?*
Your coverage will end on the earliest of the following:

1) the date The Policy terminates;
2) the last day of the pay period following the date You are no longer in a class eligible for coverage, or the class is cancelled;
3) the date the required premium is due but not paid;
4) the last day of the pay period following the date You or Your Employer terminates Your employment; or
5) the last day of the pay period following the date You are no longer Actively at Work;

unless continued in accordance with one of the Continuation Provisions.

Dependent Termination: *When does coverage for my Dependent end?*
Coverage for Your Dependent will end on the earliest to occur of:

1) the date Your coverage ends;
2) the date the required premium is due but not paid;
3) the date You are no longer eligible for Dependent coverage;
4) the date We or the Employer terminate Dependent coverage;
5) the date the Dependent no longer meets the definition of Dependent; or
6) the date You reach age 70;

unless continued in accordance with the Continuation Provisions.

Continuation Provisions: *Can my coverage be continued beyond the date it would otherwise terminate?*
Coverage under The Policy may be continued, at Your Employer's option, beyond a date shown in the Termination provision, provided Your Employer provides a plan of continuation which applies to all employees the same way. Coverage may not be continued under more than one Continuation Provision. The amount of continued coverage applicable to You will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

1) is subject to any reductions in The Policy;
2) is subject to payment of premium;
3) may be continued up to the maximum time shown in the provisions; and
4) terminates if The Policy terminates.

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions.

In all other respects, the terms of Your coverage remain unchanged.

Leave of Absence: If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, all of Your coverage may be continued until the last day of the month following the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Layoff: If You are temporarily laid off by the Employer due to lack of work, all of Your coverage may be continued until the last day of the month following the month in which the layoff commenced. If the layoff becomes permanent, this continuation will cease immediately.

Disability Insurance: If You are working for the Policyholder and:

1) are covered by; and
2) meet the definition of disabled under;

a Group Disability Insurance Policy, issued by Us to Your Employer, Your coverage may be continued until the last day of the 12th month after the date You became disabled, as defined in the Group Disability Insurance Policy.

Period of Coverage

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

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

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

Continuation for Dependent Child with Disabilities: *Will coverage for Dependent Child with Disabilities be continued?*
If Your Dependent Child reaches the age at which they would otherwise cease to be a Dependent as defined, and they are:

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

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

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

Coverage under The Policy will continue as long as:

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

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

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

Waiver of Premium: *Does coverage continue if I am Disabled?*
Waiver of Premium is a provision which allows You to continue Your and Your Dependent Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

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

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

Eligible Coverages: *What coverages are eligible under this provision?*
This provision applies only to:

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

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

Period of Coverage

Disabled: *What does Disabled mean?*
Disabled means You are prevented by Injury or sickness from doing any work for which You are, or could become, qualified by:

1) education;
2) training; or
3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 24 months or less.

Conditions for Qualification: *What conditions must I satisfy before I qualify for this provision?*
To qualify for Waiver of Premium You must:

1) be covered under The Policy and be under age 60 when You become Disabled;
2) be Disabled and provide Proof of Loss that You have been Disabled for six consecutive months, starting on the date You were last Actively at Work; and
3) provide such proof within one year of Your last day of work as an Active Employee.

In any event, You must have been Actively at Work under The Policy to qualify for Waiver of Premium.

When Premiums are Waived: *When will premiums be waived?*
If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first six months You are Disabled. We have the right to:

1) require Proof of Loss that You are Disabled; and
2) have You examined at reasonable intervals during the first two years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then You will be required to resume/continue contributions/premium payments in order to continue coverage.

However, if We deny Waiver of Premium, You may be eligible to:

1) continue coverage under the Portability Benefit; or
2) convert coverage in accordance with the Conversion Right;

for You and Your Dependent.

If You cease to be Disabled and return to work for a total of five days or less during the first six months that You are Disabled, the six month waiting period will not be interrupted. Except for the five days or less that You worked, You must be Disabled by the same condition for the total six month period. If You return to work for more than five days, You must satisfy a new waiting period.

Benefit Payable before Approval of Waiver of Premium: *What if I die or my Dependent dies before I qualify for Waiver of Premium?*
If You or Your Dependent die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the amount of Life Insurance which is in force for the deceased person provided:

1) You were continuously Disabled;
2) the disability lasted or would have lasted six months or more; and
3) premiums had been paid for coverage.

Waiver Ceases: *When will Waiver of Premium cease?*
We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain age 65 if Disabled prior to age 60.

Period of Coverage

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

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

What happens when Waiver of Premium ceases?
When the Waiver of Premium ceases:

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

Effect of Policy Termination: *What happens to the Waiver of Premium if The Policy terminates?*
If The Policy terminates before You qualify for Waiver of Premium:

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

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

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

Benefits

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

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

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

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

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

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

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

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

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

You may request a minimum Accelerated Benefit Amount of $3,000, and a maximum of $337,500. However, in no event will the Accelerated Benefit Amount exceed 75% of the Terminally Ill person's amount of Life Insurance. This option may be exercised only once for You and only once for each of Your Dependents.

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

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

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

Benefits

In the event:

1) You are required by law to accelerate benefits to meet the claims of creditors; or
2) if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement;

You will still be required to satisfy all the terms and conditions herein in order to receive an Accelerated Benefit.

If You have executed an assignment of rights and interest with respect to Your or Your Dependent amount of Life Insurance, in order to receive the Accelerated Benefit, We must receive a release from the assignee before any benefits are payable.

Terminal Illness or Terminally Ill means a life expectancy of 24 months or less.

Any portion of the Life Insurance Benefit Amount, remaining after reduction of the Life Insurance Benefit Amount, due to payment of any Accelerated Benefit referred to in this section and related charges, interest or liens, if applicable, shall be paid upon the death of the Terminally Ill person.

The Accelerated Benefit, related charges, interest, discounts or liens, if applicable, and the balance of the Life Insurance Benefit Amount shall constitute full settlement of the Life Insurance Benefit of the contract.

Proof of Terminal Illness and Examinations: *Must proof of Terminal Illness be submitted?*
We reserve the right to require satisfactory Proof of Terminal Illness on an ongoing basis. Any diagnosis submitted must be provided by a Physician.

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

No Longer Terminally Ill: *What happens to my coverage if I am no longer Terminally Ill or my Dependent is no longer Terminally Ill?*
If You or Your Dependent are diagnosed by a Physician as no longer Terminally Ill and:

1) are in an Eligible Class, coverage will remain in force, provided premium is paid;
2) are not in an Eligible Class, but You continue to meet the definition of Disabled, coverage will remain in force, subject to the Waiver of Premium provision; or
3) are not in an Eligible Class, but You do not continue to meet the definition of Disabled, coverage will end and You may be eligible to exercise the Conversion Right, if You do so within the time limits described in such provision.

In any event, the amount of coverage will be reduced by the Accelerated Benefit paid.

Conversion Right: *If coverage under The Policy ends, do I have a right to convert?*
If Life Insurance coverage or any portion of it under The Policy ends for any reason, You and Your Dependent may have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for:

1) the Accidental Death and Dismemberment Insurance Benefits; or
2) any amount of Life Insurance for which You or Your Dependent were not eligible and covered;

under The Policy.

Benefits

If coverage under The Policy ends because:

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

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

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

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

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

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

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

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

within the time period specified in the proposal.

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

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

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

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

The Conversion Policy will not provide:

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

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

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

until such coverage ends.

Benefits

Death within the Conversion Period: *What if I or my Dependent die before coverage is converted?*
We will pay the deceased person's amount of Life Insurance You would have had the right to apply for under this provision if:

1) coverage under The Policy terminates;
2) You or Your Dependent die within 31 days of the date coverage terminates; and
3) We receive Proof of Loss.

If the Conversion Policy has already taken effect, no Life Insurance Benefit will be payable under The Policy for the amount converted.

Effect of Waiver of Premium on Conversion: *What happens to the Conversion Policy if Waiver of Premium is later approved?*
If You apply and are approved for Waiver of Premium after an individual Conversion Policy has been issued, any benefit payable at Your or Your Dependent's death under The Policy will be paid only if the individual Conversion Policy is surrendered.

Portability Benefits: *What is Portability?*
Portability is a provision which allows You and Your Dependent to continue coverage under a Group Portability policy when coverage would otherwise end due to certain Qualifying Events. Portability applies to Supplemental Life Insurance and Supplemental Dependent Life Insurance only.

Qualifying Events: *What are Qualifying Events?*
Qualifying Events for You are:

1) Your employment terminates, for any reason prior to Normal Retirement Age; or
2) Your membership in an Eligible Class under The Policy ends.

Qualifying Events for Your Dependent are:

1) Your Employment terminates, for any reason prior to Normal Retirement Age;
2) Your death;
3) Your membership in a class eligible for Dependent coverage ends; or
4) he or she no longer meets the definition of Dependent. However, a Dependent Child who reaches the limiting age under The Policy is not eligible for Portability.

Electing Portability: *How do I elect Portability?*
You may elect Portability for Your coverage after Your Supplemental coverage ends because You had a Qualifying Event. You may also elect Portability for Your Dependent coverage if Your Dependent has a Qualifying Event. The Policy must still be in force in order for Portability to be available.

In order for Dependent Child coverage to be continued under this provision, You or Your Spouse must elect to continue coverage.

To elect Portability for You or Your Dependent, You must:

1) complete and have Your Employer sign a Portability application; and
2) submit the application to Us, with the required premium.

This must be received within:

1) 31 days after Life Insurance terminates; or
2) 15 days from the date Your Employer signs the application;

whichever is later. However, Portability requests will not be accepted if they are received more than 91 days after Life Insurance terminates.

Benefits

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

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

The terms and conditions of coverage under the Portability policy will not be the same terms and conditions that are applicable to coverage under The Policy.

Limitations: *What limitations apply to this benefit?*
You may elect to continue 50%, 75% or 100% of the amount of Life Insurance which is ending for You or Your Dependent. This amount will be rounded to the next higher multiple of $1,000, if not already a multiple of $1,000. However, the amount of Life Insurance that may be continued will not exceed:

1) $300,000 for You;
2) $50,000 for Your Spouse; or
3) $10,000 for Your Dependent Child.

If You elect to continue 50% or 75% now, You may not continue any portion of the remaining amount under this Portability provision at a later date. In no event will You or Your Spouse be able to continue an amount of Life Insurance which is less than $5,000.

Portability is not available for any amount of Life Insurance for which You or Your Dependent were not eligible and covered.

In addition, Portability is not available if You or Your Dependent are entering active military service.

Effect of Portability on other Provisions: *How does Portability affect other provisions?*
Portability is not available for any amount of Life Insurance which was, or is being, continued in accordance with the:

1) Conversion Right;
2) Waiver of Premium provision; or
3) Continuation Provisions;

under The Policy. However, if:

1) You elect to continue only a portion of terminated coverage under this Portability provision; or
2) the amount of Life Insurance exceeds the maximum Portability amount;

then the Conversion Right may be available for the remaining amount.

The Waiver of Premium provision will not be available if You elect to continue coverage under this Portability provision.

Accidental Death and Dismemberment Insurance Benefit: *When is the Accidental Death and Dismemberment Insurance Benefit payable?*
If You sustain an Injury which results in any of the following Losses within 365 days of the date of accident, We will pay Your amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss, after We receive Proof of Loss in accordance with the Proof of Loss provision.

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

We will not pay more than the Principal Sum, to any one person, for all Losses due to the same accident. Your amount of Principal Sum is shown in the Schedule of Insurance.

Benefits

For Loss of:

Life	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes	Principal Sum
One Hand and One Foot	Principal Sum
Speech and Hearing in Both Ears	Principal Sum
Either Hand or Foot and Sight of One Eye	Principal Sum
Movement of Both Upper and Lower Limbs (Quadriplegia)	Principal Sum
Movement of Both Lower Limbs (Paraplegia)	Three-Quarters of Principal Sum
Movement of Three Limbs (Triplegia)	Three-Quarters of Principal Sum
Movement of the Upper and Lower Limbs of One Side of the Body (Hemiplegia)	One-Half of Principal Sum
Either Hand or Foot	One-Half of Principal Sum
Sight of One Eye	One-Half of Principal Sum
Speech or Hearing in Both Ears	One-Half of Principal Sum
Movement of One Limb (Uniplegia)	One-Quarter of Principal Sum
Thumb and Index Finger of Either Hand	One-Quarter of Principal Sum

Loss means with regard to:

1) hands and feet, actual severance through or above wrist or ankle joints;
2) sight, speech and hearing, entire and irrecoverable loss thereof;
3) thumb and index finger, actual severance through or above the metacarpophalangeal joints; or
4) movement, complete and irreversible paralysis of such limbs.

Exposure and Disappearance: *What if Loss is due to exposure or disappearance?*
Exposure to the elements will be presumed to be Injury if:

1) it results from the forced landing, stranding, sinking or wrecking of a conveyance in which You were an occupant at the time of the accident; and
2) The Policy would have covered an Injury resulting from the accident.

We will presume that You suffered Loss of life if:

1) Your body has not been found within one year after the disappearance of a conveyance in which You were an occupant at the time of its disappearance;
2) the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and
3) The Policy would have covered Injury resulting from the accident.

Seat Belt and Air Bag Benefit: *When is the Seat Belt and Air Bag Benefit payable?*
If You sustain an Injury that results in a Loss payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Seat Belt and Air Bag Benefit if the Injury occurred while You were:

1) a passenger riding in; or
2) the licensed operator of;

a properly registered Motor Vehicle and were wearing a Seat Belt at the time of the Accident as verified on the police accident report.

This Benefit will be paid:

1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
2) according to the General Provisions of The Policy.

If a Seat Belt Benefit is payable, We will also pay an Air Bag Benefit if You were:

1) positioned in a seat equipped with a factory-installed Air Bag; and
2) properly strapped in the Seat Belt when the Air Bag inflated.

Benefits

The Seat Belt Benefit is the lesser of:

1) an amount resulting from multiplying Your amount of Principal Sum by the Seat Belt Benefit Percentage; or
2) the Maximum Amount for this Benefit.

The Air Bag Benefit is the lesser of:

1) an amount resulting from multiplying Your amount of Principal Sum by the Air Bag Benefit Percentage; or
2) the Maximum Amount for this Benefit.

If it cannot be determined that You were wearing a Seat Belt at the time of Accident, a Minimum Benefit will be payable under the Seat Belt Benefit.

Accident, for the purpose of this Benefit only, means the unintentional collision of a Motor Vehicle during which You were wearing a Seat Belt.

Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the Motor Vehicle or its proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

Seat Belt means an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Motor Vehicle, or proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Repatriation Benefit: *When is the Repatriation Benefit payable?*
If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Repatriation Benefit, if the death occurs outside the territorial limits of the state or country of Your place of permanent residence.

This Benefit will be paid:

1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
2) according to the General Provisions of The Policy.

The Repatriation Benefit will pay the least of:

1) the actual expenses incurred for:
   a) preparation of the body for burial or cremation; and
   b) transportation of the body to the place of burial or cremation;
2) the amount resulting from multiplying Your amount of Principal Sum by the Repatriation Benefit Percentage; or
3) the Maximum Amount for this Benefit.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Child Education Benefit: *When is the Child Education Benefit payable?*
If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Child Education Benefit to Your Child.

This Benefit will be paid:

1) after We receive proof that Your Child qualifies as a Student, as defined in this Benefit; and
2) according to the General Provisions of The Policy.

Benefits

If You die, the Child Education Benefit provides an annual amount equal to the lesser of:
1) the amount resulting from multiplying Your amount of Principal Sum by the Child Education Percentage; or
2) the Maximum Amount for this Benefit.

The Child Education Benefit is payable to each of Your Children:
1) on the date; and
2) for whom;

We have received proof satisfactory to Us that he or she is a Student.

If he or she is a minor, We will pay the benefit to the Student's legal guardian.

We will pay the Child Education Benefit to a qualifying Student until the first to occur of:
1) Our payment of the fourth Child Education Benefit to or on behalf of that person; or
2) the end of the 12th consecutive month during which We have not received proof satisfactory to Us that he or she is a Student.

We will not pay more than one Child Education Benefit to any one Student during any one school year.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision of The Policy if:
1) a Principal Sum is payable because of Your death; and
2) no person qualifies as a Student.

Student means Your Child who on the date of Your death:
1) is a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning on the date of Your death; or
2) became a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning within 365 days after Your death and was a student in the 12th grade on the date of Your death.

If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student qualifies as a Student.

Child means Your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age 21 who:
1) regularly attends an accredited institution of learning; and
2) is primarily dependent on You for financial support and maintenance.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Day Care Benefit: *When is the Day Care Benefit payable?*
If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Day Care Benefit for each of Your Children if such Child is under age seven at the time of Your death.

This Benefit will be paid:
1) after We receive proof of enrollment in a Day Care Program as described in this Benefit; and
2) according to the General Provisions of The Policy.

We will make one Day Care Benefit payment each year, for a maximum of four Day Care Benefit payments, for each Child. The Benefit will be paid to the person who has primary responsibility for the Child's Day Care expenses.

Benefits

Proof of enrollment satisfactory to Us for each Child in a Day Care Program includes, but will not be limited to, the following:

1) a copy of the Child's approved enrollment application in a Day Care Program;
2) cancelled check(s) evidencing payment to a Day Care facility or Day Care provider; or
3) a letter from the Day Care facility or Day Care provider stating that the Child:
   a) is attending a Day Care Program; or
   b) has been enrolled in a Day Care Program and will be attending within 365 days of the date of the death.

Proof of enrollment must be sent to Us prior to the last day of the 12th month following the date of death.

If You die, the Day Care Benefit provides an annual amount equal to the lesser of:

1) the amount resulting from multiplying Your amount of Principal Sum by the Day Care Benefit; or
2) the Maximum Amount for this Benefit.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision for payment of benefits for Loss of life if:

1) a Principal Sum is payable because of Your death; and
2) no person qualifies as a Child eligible for the Day Care Benefit.

Day Care or Day Care Program means a program of child care which:

1) is operated in a private home, school or other facility;
2) provides, and makes a charge for, the care of children;
3) is licensed as a day care center or is operated by a licensed day care provider, if such licensing is required by the state or jurisdiction in which it is located; or
4) if licensing is not required, provides child care on a daily basis for 12 months a year.

Child means Your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age seven and primarily dependent on You for financial support and maintenance.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Rehabilitation Benefit: *When is the Rehabilitation Benefit payable?*
If You sustain an Injury which results in a Loss other than Loss of life, payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Rehabilitation Benefit for Rehabilitative Program Expenses Incurred within one year of the date of accident.

This Benefit will be paid:

1) after We receive proof of Expenses Incurred for a Rehabilitative Program, in accordance with the Proof of Loss provision; and
2) according to the General Provisions of The Policy.

The Rehabilitation Benefit provides an amount equal to the least of:

1) the actual Expense Incurred for a Rehabilitative Program;
2) the amount resulting from multiplying Your amount of Principal Sum by the Rehabilitation Benefit Percentage; or
3) the Maximum Amount for this Benefit.

Rehabilitative Program means any training which:

1) is required due to Your Injury; and
2) prepares You for an occupation for which You were not previously trained.

Benefits

Expense Incurred means the actual cost of:
1) training; and
2) materials needed for the training.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Coma Benefit: *When is the Coma Benefit payable?*
If, as a result of an Injury, You:
1) are in a Coma within 31 days from the date of accident; and
2) remain continuously in a Coma for at least the number of days shown as the Waiting Period;

We will pay 1% of the Coma Maximum Benefit Amount for each month after the Waiting Period that You remain in a Coma.

This Benefit will be paid:
1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
2) according to the General Provisions of The Policy.

We will pay the benefit until the earliest to occur of:
1) the end of the month in which You die;
2) the end of the month in which You recover from the Coma; or
3) when the total payment equals the Coma Maximum Benefit Amount.

The Coma Maximum Benefit equals Your amount of Principal Sum less all other payments under The Policy for the Injury.

Coma means complete and continuous:
1) unconsciousness; and
2) inability to respond to external or internal stimuli, as verified by a Physician.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Exclusions: *What is not covered under The Policy?* (Applies to Accidental Death and Dismemberment Insurance only)
The Policy does not cover any Loss caused or contributed by:
1) intentionally self-inflicted Injury;
2) suicide or attempted suicide, whether sane or insane;
3) war or act of war, whether declared or not;
4) Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority;
5) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician;
6) Injury sustained while committing or attempting to commit a felony;
7) Injury sustained while Intoxicated; or
8) Injury sustained while driving while Intoxicated.

Intoxicated means:
1) the blood alcohol content;
2) the results of other means of testing blood alcohol level; or
3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

General Provisions

Notice of Claim: *When should I notify The Company of a claim?*
You, or the person who has the right to claim benefits, must give Us written notice of a claim within 30 days after:

1) the date of death; or
2) the date of Loss.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address and the Policy Number.

Claim Forms: *Are special forms required to file a claim?*
Within 15 days of receiving a Notice of Claim, We will send forms to the claimant to provide Proof of Loss. If We do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.

Proof of Loss: *What is Proof of Loss?*
Proof of Loss may include, but is not limited to, the following:

1) a completed claim form;
2) a certified copy of the death certificate (if applicable);
3) Your enrollment form;
4) Your beneficiary designation (if applicable);
5) if applicable, documentation of:
    a) the date Your disability began;
    b) the cause of Your disability; and
    c) the prognosis of Your disability;
6) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
7) the names and addresses of all:
    a) Physicians or other qualified medical professionals You have consulted;
    b) hospitals or other medical facilities in which You have been treated; and
    c) pharmacies which have filled Your prescriptions within the past three years;
8) Your signed authorization for Us to obtain and release medical, employment and financial information; or
9) any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

Sending Proof of Loss: *When must Proof of Loss be given?*
Written Proof of Loss should be sent to Us:

1) with respect to the Life Insurance Benefits, within 90 days; and
2) with respect to the Accidental Death and Dismemberment Insurance Benefits, within two months;

after the Loss. However, all claims should be submitted to Us within 90 days of the date coverage ends.

If proof is not given by the time it is due, it will not affect the claim if:

1) it was not possible to give proof within the required time; and
2) proof is given as soon as possible; but
3) not later than one year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.

Physical Examination and Autopsy: *Can We have a claimant examined or request an autopsy?*
While a claim is pending We have the right at Our expense:

1) to have the person who has a Loss examined by a Physician when and as often as We reasonably require; and
2) to have an autopsy performed in case of death where it is not forbidden by law.

General Provisions

Claim Payment: *When are benefit payments issued?*
When We determine that benefits are payable, We will pay the benefits due in accordance with the Claims to be Paid provision, but not later than two months after the date of receipt of proof of death of the insured, and the right of the claimant to the policy proceeds.

Interest accrues from the date We receive due proof of loss until the date We pay the claim, based on the rate at which interest accrues on proceeds that are left on deposit with Us.

Claims to be Paid: *To whom will benefits for my claim be paid?*
Life Insurance Benefits and benefits for Loss of life under the Accidental Death and Dismemberment Insurance Benefits will be paid in accordance with the life Insurance beneficiary designation.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:
1) the executors or administrators of Your estate;
2) all to Your surviving Spouse;
3) if Your Spouse does not survive You, in equal shares to Your surviving Children; or
4) if no Child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to $500 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

If any beneficiary is a minor, We may pay his or her share, until a legal guardian of the minor's estate is appointed, to a person who at Our option and in Our opinion is providing financial support and maintenance for the minor. We will pay:
1) $200 at Your death; and
2) monthly installments of not more than $200.

Payment to any person as shown above will release Us from all further liability for the amount paid.

We will pay the Life Insurance Benefit at Your Dependent's death to You, if living. Otherwise, it will be paid, at Our option, to Your surviving Spouse or the executor or administrator of Your estate.

We will make any payments, other than for Loss of life, to You. We may make any such payments owed at Your death to Your estate. If any payment is owed to:
1) Your estate;
2) a person who is a minor; or
3) a person who is not legally competent;

then We may pay up to $1,000 to a person who is related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

Beneficiary Designation: *How do I designate or change my beneficiary?*
You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

General Provisions

Claim Denial: *What notification will my beneficiary or I receive if a claim is denied?*
If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision. This written notification will:

1) give the specific reason(s) for the denial;
2) make specific reference to the provisions upon which the denial is based;
3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
4) provide an explanation of the review procedure.

Claim Appeal: *What recourse will my beneficiary or I have if a claim is denied?*
On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

1) must request a review upon written application within:
   a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
   b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
2) may request copies of all documents, records and other information relevant to the claim; and
3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

Policy Interpretation: *Who interprets policy terms and conditions?*
We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Incontestability: *When can The Policy be contested?*
Except for non-payment of premiums, the Life Insurance Benefit of The Policy cannot be contested after two years from the Policy Effective Date.

No statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You. All statements made by the insured, in the absence of fraud, must be deemed representations and not warranties.

No statement made relating to Your Dependent being insurable will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during the Dependent's lifetime. In order to be used, the statement must be in writing and signed by You or Your representative.

General Provisions

Entire Contract:
The contract between the parties consists of:

1) The Policy;
2) any certificates incorporated and made a part of The Policy;
3) any riders issued in connection with such certificates;
4) the Policyholder's application, if any, a copy of which is attached to and made a part of The Policy when issued; and
5) any written medical insurability application submitted by the Eligible Person/Employee and accepted by The Company in connection with The Policy.

In absence of fraud, all statements made by the Policyholder or persons insured under The Policy will be deemed representations and not warranties. No statement made to effect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary.

Assignment: *Are there any rights of assignment?*
Except for the dismemberment benefits under the Accidental Death and Dismemberment Insurance Benefit, You have the right to absolutely assign all of Your rights and interest under The Policy including, but not limited to, the following:

1) the right to make any contributions required to keep the insurance in force;
2) the right to convert; and
3) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under The Policy, provided:

1) it is duly executed; and
2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

1) for the validity or effect of any assignment; or
2) to provide any assignee with notices which We may be obligated to provide to You.

You do not have the right to collaterally assign Your rights and interest under The Policy.

Legal Actions: *When can legal action be taken?*
Legal action cannot be taken against Us:

1) sooner than 60 days after the date written Proof of Loss is furnished; or
2) three years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

Workers' Compensation: *How does The Policy affect Workers' Compensation coverage?*
The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

Insurance Fraud: *How does The Company deal with fraud?*
Insurance fraud occurs when You, Your Dependent and/or Your Employer provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You, Your Dependent and/or Your Employer commit insurance fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit insurance fraud. We will pursue all available legal remedies if You, Your Dependent and/or Your Employer perpetrate insurance fraud.

General Provisions

Misstatements: *What happens if facts are misstated?*
If material facts about You or Your Dependent were not stated accurately:

1) the premium may be adjusted; and
2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

Grace Period:
The Company will allow a 31 day grace period for the payment of all premiums after the first. During this 31 day period, The Policy will stay in force. If the owed premium is not paid by the 31st day, The Policy will automatically terminate. If You give The Company written advance notice of an earlier cancellation date, The Policy will terminate on the earlier date. Premium is due for each day The Policy is in force.

AMENDMENT NO. 3
Voluntary Long Term Disability Income Insurance

This amendment forms a part of the Group Policy No. 01 016850 00 and the certificate of coverage.

Policyholder: Williamson County

It is agreed that the following change is hereby made to the above-referenced Group Policy and Certificate:

Class 1:
Effective January 1, 2024:

The following is amended:
Waiting Period

The following page is affected by this change and is therefore replaced:
GDC-4500 12/05 (EE-1LV-2 Rev 10/05)

The effective date of this change is January 1, 2024, but will not be effective prior to an insured employee's effective date of coverage. This change only applies to disabilities which start on or after this effective date. All other terms and provisions of the policy will apply other than as stated in this amendment.

Dated at Bellevue, WA, this 12th day of December, 2023.

Symetra Life Insurance Company

Margaret Meister,
President

Accepted by:

_____

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

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SYMETRA®

RETIREMENT | BENEFITS | LIFE

Williamson County

01 016850 00

Employee Benefits

Insurance Certificate

VOLUNTARY LONG TERM DISABILITY
INCOME INSURANCE

CLASS 1

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

SYMETRA
RETIREMENT | BENEFITS | LIFE

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

Symetra Life Insurance Company is known as Symetra in this certificate.

"You" and "your" refer to the insured employee in this certificate.

This certificate summarizes the major parts of the policy under which you are insured. Your insurance is subject to all the terms of the policy. This certificate replaces all others previously issued.

Signed for Symetra as of the policy effective date.

Jacqueline M. Veneziani — **Jacqueline M. Veneziani, Secretary**

Margaret Meister — **Margaret Meister, President**

READ THIS CERTIFICATE CAREFULLY

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

GROUP LONG TERM DISABILITY INSURANCE

CERTIFICATE OF COVERAGE

Policyholder:	Williamson County
Policy Number:	01 016850 00
Policy Effective Date:	January 1, 2016

Symetra Life Insurance Company (referred to as "the Company", "we", "us", or "our") welcomes you as a client.

This is your certificate of coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

Your certificate of coverage is written in plain English. There are a few terms and provisions written as required by insurance law. If you have any questions about any of the terms and provisions, please consult our claims paying office. We will assist you in understanding your benefits.

If the terms and provisions of the certificate of coverage (issued to you) differ from the policy (issued to the Policyholder), the policy will govern. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the policy.

The policy is delivered in and is governed by the laws of Texas and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the policy, we have discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the policy.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:00 midnight and end at 12:01 a.m. at the policyholder's address.

Amendment #3, Effective January 1, 2024

TABLE OF CONTENTS

Your certificate is divided into the following sections:

SECTION 1 - HIGHLIGHTS OF YOUR PLAN

SECTION 2 - GENERAL INFORMATION

SECTION 3 - ELIGIBILITY FOR COVERAGE

SECTION 4 - BENEFIT SPECIFICS
- disability defined
- details on calculating benefit payments
- exclusions and limitations that may apply

SECTION 5 - CLAIM INFORMATION

SECTION 6 - ADDITIONS TO YOUR LTD PLAN

For your ease in finding information in your certificate, we:

- Start each section with a summary of the contents and the terms we define in the section.
- Shade all of the defined terms within a section.

SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY LTD PLAN

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate, they have the following meaning, unless we advise you otherwise.

Eligible Class 1 = All full-time employees.

You must be working at least 30 hours per week.

Benefit Percentage = 60%

Maximum Payment Amount = $6,000*

* We may reduce the amount we pay to you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan.

Minimum Payment Amount = The greater of: $100 or 10% of your gross disability payment you receive from us.

We may apply all payments to you toward overpayments.

Elimination Period = The later of: 90 days after the date disability begins or the date accumulated sick leave ends or the date salary continuation ends or the date short term disability payments to you end.

Pre-disability earnings means your gross monthly rate of earnings from the employer in effect just prior to the date disability begins. It includes overtime pay, but not commissions, bonuses or other extra compensation.

If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer in effect just before the date your absence begins.

Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.

Maximum Payment Duration

Social Security Normal Retirement Age

Age When Disability Begins	Maximum Payment Duration
Less than age 60	To Social Security Normal Retirement Age (SSNRA)
60	60 months or to SSNRA, whichever is greater
61	48 months or to SSNRA, whichever is greater
62	42 months or to SSNRA, whichever is greater
63	36 months or to SSNRA, whichever is greater
64	30 months or to SSNRA, whichever is greater
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

Social Security Normal Retirement Age (SSNRA) means the age at which you are eligible for Social Security full retirement benefits.

Waiting Period:

If you are actively at work for the employer on the Policy Effective Date or start working for the employer after the Policy Effective date but prior to April 1, 2023: The first of the month following 60 days of continuous employment.

If you start working for or become benefit eligible with the employer on or after April 1, 2023: The first of the month following 30 days of continuous employment.

SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY LTD PLAN (continued)

Cost of Coverage:

You pay the cost of your coverage.

Waiver of Premium: The cost of your coverage will be suspended for any period of time during which you are disabled under this plan and eligible to receive a monthly payment from us. If you return to active employment with the employer, and want your coverage to continue, the cost of your coverage must begin to be paid again.

SUMMARY OF THE GENERAL INFORMATION SECTION 2

What will you find in this section?

- information we have access to
- how we use statements made in applying for coverage
- insurance fraud
- time limits for legal proceedings

What terms do we define in this section?

- you
- we
- us
- our
- employee
- employer
- insured
- plan

SECTION 2: GENERAL INFORMATION

WHAT IS THE CERTIFICATE OF COVERAGE?

This certificate of coverage is a written statement prepared by us and may include attachments. It tells you:

- the coverage to which you may be entitled
- to whom we make payments

AND

- the limitations, exclusions and requirements applying to a plan.

You means an employee who is eligible for the coverage of this plan.

We, us and our means the Insurance Company named on the first page of your Certificate of Coverage.

Employee means a person who is a citizen or permanent resident of the United States in active employment with the employer unless we advise you otherwise. This plan excludes temporary and seasonal workers from coverage.

Employer means individual, company or corporation where you are in active employment, and includes any division, subsidiary or affiliated company named in the policy.

Insured means a person covered under this plan.

Plan means a line of coverage under the policy.

TO WHAT INFORMATION DO WE HAVE ACCESS?

The employer will give us information about you including:
- if you are eligible for coverage
- if your amount of coverage changes, including salary change information
- if your coverage terminates
- other information we may reasonably require.

The employer's records that we believe have a bearing on coverage under this plan are open for our inspection at any reasonable time.

Clerical error or omission will not:
- prevent you from receiving coverage
- affect the amount of your coverage

OR
- effect or continue your coverage if it should not be in effect or continue in effect.

HOW CAN WE USE STATEMENTS YOU OR THE EMPLOYER MADE IN APPLYING FOR COVERAGE?

We consider any statements you or the employer made in a signed application for coverage a representation and not a warranty. If any of the statements you or the employer made are not complete and/or not true at the time they were made, we can:
- reduce or deny any claim

OR
- cancel your coverage back to the date your coverage became effective.

We will use only statements made in a signed application as a basis for doing this. You, your beneficiary, or your personal representative will receive a copy of the signed application.

HOW WILL WE HANDLE INSURANCE FRAUD?

We promise to focus on all means necessary to support fraud detection, investigation, and prosecution. It is a crime if you or the employer knowingly, and with intent to injure, defraud or deceive us, file a claim containing any false, incomplete or misleading information. These actions, as well as submission of false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

WHAT IF FACTS ABOUT YOU ARE NOT ACCURATE?

If relevant facts about you were not accurate, then we will use accurate information to decide if your coverage should be in effect and what your amount of coverage should be. If the cost of your coverage is affected, we will make a fair adjustment in the cost.

DOES THE EMPLOYER ACT AS YOUR AGENT?

For all purposes of the policy, the employer acts on its own behalf or as your agent. The employer is not our agent.

WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?

You can start legal action regarding your claim 60 days after the date you sent us proof of claim. You have up to three years after the date you sent us proof of claim to start legal action, unless otherwise provided by law.

DOES THIS PLAN REPLACE OR AFFECT ANY REQUIREMENT FOR WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?

The plan does not replace or affect requirements for coverage by Workers' Compensation Insurance or state disability insurance.

SUMMARY OF THE ELIGIBILITY FOR COVERAGE SECTION 3

VOLUNTARY PLANS

What will you find in this section?

- eligibility for coverage
- waiting period
- when coverage becomes effective
- changing coverage under this plan
- what happens to coverage during a layoff, leave of absence or a family or medical leave of absence
- when coverage under this plan ends

What terms do we define in this section?

- waiting period
- active employment
- work site
- re-enrollment period
- enrollment period
- initial enrollment period
- layoff
- leave of absence
- evidence of insurability
- family or medical leave of absence

SECTION 3: ELIGIBILITY FOR COVERAGE

VOLUNTARY PLANS

WHEN ARE YOU ELIGIBLE FOR COVERAGE?

If you are in an eligible class you may apply for coverage under this plan on the later of:
- the date the plan is effective;

OR
- the date you complete the waiting period.

WHAT IS YOUR WAITING PERIOD?

Your waiting period appears in the PLAN HIGHLIGHTS.

Waiting period is the number of days you must be in active employment in an eligible class before you may apply for coverage.

If you have been continuously employed by the employer but were not in an eligible class, we will apply any prior period of work with the employer toward the waiting period.

Active employment means you are:
- **working for the employer at your work site for earnings the employer pays on a regular basis;**

AND
- **performing the material and substantial duties of your regular occupation.**

Active employment includes normal non-work days such as vacation, weekends and holidays.

Your work site must be:
- **the employer's usual place of business;**
- **an alternative location if directed by the employer;**

OR
- **a location to which your occupation requires you to travel.**

SECTION 3: ELIGIBILITY FOR COVERAGE
(continued)

VOLUNTARY PLANS

WHEN MAY YOU ENROLL OR CHANGE YOUR COVERAGE UNDER THIS PLAN?

You may enroll or change your coverage only during an enrollment period as follows:

1. During the initial enrollment period:

If you are eligible for coverage on the plan effective date	THEN	you may apply for a coverage option for the first enrollment period.
If you become eligible for coverage after the plan effective date	THEN	you may apply for a coverage option for the enrollment period in which you are first eligible.

   If your initial enrollment period takes place during or after a re-enrollment period, but before the plan anniversary date, then your choice of coverage will apply until the next re-enrollment period.

2. During a re-enrollment period:

   You may:
   - keep your same coverage under the plan;
   - choose no coverage under the plan;
   - enroll for coverage under the plan if you are not currently enrolled.

   Coverage applied for or changes in coverage will apply until the next re-enrollment period.

   If you are currently enrolled for coverage and do not re-enroll for coverage during a re-enrollment period you will continue to be insured for the same coverage as previously enrolled.

SECTION 3: ELIGIBILITY FOR COVERAGE
(continued)

VOLUNTARY PLANS

WHAT IF YOU ARE REHIRED BY THE EMPLOYER WITHIN THE SAME PLAN YEAR DURING WHICH YOUR EMPLOYMENT TERMINATED?

If you are rehired by the employer within the same plan year that your employment terminated, then:

- you will be insured for the same plan and class of coverage that was in effect for you on the date your employment terminated;

AND

- you may not change the plan or class of coverage during the rest of the plan year.

Re-enrollment period means a period of time as set by your employer and us during which you may apply, in writing, for coverage under this plan, or change your coverage under this plan if you are currently enrolled.

Enrollment period means the initial enrollment period and any re-enrollment period.

Initial enrollment period means one of the following periods during which you may first apply in writing for coverage under this plan:

- **if you are eligible for coverage on the plan effective date, a period before the plan effective date as set by your employer and us;**
- **if you become eligible for coverage after the plan effective date, the period ending 31 days after the date you are first eligible to apply for coverage.**

SECTION 3: ELIGIBILITY FOR COVERAGE
(continued)

VOLUNTARY PLANS

WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?

Your coverage will be effective on the later of:

1. the first day of the pay period for which contributions for your coverage are deducted;
OR
2. the day determined as follows:

For coverage applied for during the initial enrollment period and before your eligibility date	THEN	your coverage is effective on your eligibility date
For coverage applied for during the initial enrollment period and within the first 31 days after the date you are first eligible to apply	THEN	your coverage is effective on the date you apply
For a change in coverage applied for during a re-enrollment period	THEN	your selected coverage will be effective on the first day following the plan anniversary date.
For coverage applied for more than 31 days after the date you are first eligible to apply	THEN	your selected coverage will be effective on the first day following the date we approve your application.

SECTION 3: ELIGIBILITY FOR COVERAGE (continued)

VOLUNTARY PLANS

WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?

If you are not in active employment as a result of your injury or a sickness then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

WILL YOUR COVERAGE CONTINUE IF YOU ARE ON A LAYOFF OR LEAVE OF ABSENCE?

Your employer may continue your coverage if you are on a layoff or on an approved leave of absence. Your coverage may continue through the end of the month following the month in which your layoff or leave of absence begins. The cost of your coverage must be paid during the layoff or leave of absence period.

> **Layoff or leave of absence means the employer has agreed in writing and in advance to a temporary absence from active employment for a specified period of time. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.**

WHEN IS EVIDENCE OF INSURABILITY REQUIRED?

You will need to provide evidence of insurability to us with your application. You must apply for coverage in writing through the employer and use an application form that is satisfactory to us.

> **Evidence of insurability means a statement of your medical history which we will use to assess if you will be approved for coverage.**

SECTION 3: ELIGIBILITY FOR COVERAGE (continued)

VOLUNTARY PLANS

WHAT HAPPENS TO YOUR COVERAGE IF YOU ARE ON A FAMILY OR MEDICAL LEAVE OF ABSENCE?

If you are on a family or medical leave of absence, your coverage will be governed by the employer's Human Resource policy on family and medical leaves of absence.

We will continue your coverage if the following conditions are met:
- premiums for the cost of your continued coverage are paid;

AND
- your leave is approved in advance and in writing by the employer.

Your coverage will continue for up to the greater of:
- the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments;

OR
- the leave period required by applicable state law.

While you are on an approved family or medical leave of absence we will use earnings from your regular occupation you were performing just prior to the date your leave of absence started to determine our payments to you.

If your coverage does not continue during a family or medical leave of absence, then when you return to active employment:
- you will not have to meet a new waiting period, including a waiting period for coverage of a pre-existing condition;

AND
- you will not have to give us evidence of insurability to reinstate the coverage you had in effect before your leave began.

> **Family and medical leave of absence means a leave of absence for the birth, adoption or foster care of a child, or for the care of you, your child, spouse or parent who has a serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 and any amendments, or by applicable state law.**

SECTION 3: ELIGIBILITY FOR COVERAGE (continued)

VOLUNTARY PLANS

WHEN DOES YOUR COVERAGE UNDER THIS PLAN END?

Your coverage under this plan will end on the earliest of the following:

- the date the policy or plan terminates;
- the date you are no longer in an eligible class;
- the date your class is no longer eligible for coverage;
- the last day for which premium for your coverage has been paid;
- the date you cease active employment due to a labor dispute, which includes but is not limited to strike, work slowdown, or lockout;
- the date you cease active employment with the employer, unless you are disabled or on an approved layoff or leave of absence.

We will provide coverage for a payable disability claim that occurs while you are covered under the policy or plan.

Strike Continuation provision:

You may continue your coverage for not more than six months while you are not in active employment because of a general work stoppage (including a strike or lockout) resulting from a labor dispute between the employer and your collective bargaining unit, subject to the following rules:

1. The premiums for your coverage during the work stoppage will equal 120% of the premium rate in effect under the policy on the date the work stoppage began. We have the right to change the premium rates during the work stoppage in accordance with the terms of the policy.
2. You must pay the entire premium for your coverage (including the employer's share) to your collective bargaining unit as each premium comes due during the work stoppage.
3. Your coverage during a work stoppage will end on the earliest of the following dates:
   a. On any premium due date, if you fail to make the required premium payment to your collective bargaining unit on or before that date.
   b. On the date six months after you last were in active employment.
   c. On the date you begin full time employment with another employer.
   d. At our option, on any premium due date, if less than 75% of the employees eligible to continue their coverage make the required premium payment to your collective bargaining unit.

SUMMARY OF THE LONG TERM DISABILITY BENEFIT SPECIFICS SECTION 4

What will you find in this section?

- what disability means
- when monthly payments start
- returning to work during the elimination period
- requirements of care from a doctor
- when will we not cover a disability
- what happens if the employer changes insurance plans
- our payment if you are disabled and not working
- our payment if you are disabled and working
- what are (and are not) other income amounts
- cost of living increases to any other income amounts
- payment limitations
- when monthly payments stop
- temporary recovery

What terms do we define in this section?

- disability
- material and substantial duties
- regular occupation
- reasonable employment option
- gainful occupation
- sickness
- injury
- elimination period
- regular care
- doctor
- pre-existing condition
- treatment
- prior group insurance plan
- maximum monthly payment
- gross monthly payment
- minimum monthly payment
- maximum capacity
- retirement plan
- disability benefits under a retirement plan
- retirement benefits under a retirement plan
- eligible retirement plan
- mental illness
- substance abuse
- maximum payment duration

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

WHAT DOES DISABILITY MEAN?

Disabled/Disability means our determination that your sickness or injury began while you are covered under the policy and:

- **during the elimination period and for the first 24 months of disability benefits, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation and a reasonable employment option offered to you by the employer and, as a result, the income you are able to earn is less than or equal to 80% of your pre-disability earnings.**
- **After the first 24 months of disability benefits, prevents you from performing with reasonable continuity the material and substantial duties of any gainful occupation and, as a result, the income you are able to earn is less than or equal to 60% of your pre-disability earnings.**

Material and substantial duties are the duties that:

- **are normally required for the performance of the occupation;**

AND

- **cannot be reasonably omitted or changed.**

limited reg occ
w/ residual

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)

Regular occupation means the occupation, as it is performed nationally, that you are routinely performing when your disability begins. Your regular occupation does not mean the job you are performing for a specific employer or at a specific location.

Reasonable employment option means an employment position with the employer for which you are able to perform the material and substantial duties given your education, training and experience. If you have been working in a reasonable employment option for 6 months or more, the reasonable employment option will then be considered your regular occupation.

Gainful occupation means any occupation that your past training, education, or experience would allow you to perform or for which you can be trained.

Sickness means an illness or disease. It also includes an injury which occurs before you are insured. It does not include risk of sickness.

Injury means a bodily injury that occurs while you are insured and is the direct result of an accident and not related to any other cause. It does not include risk of injury.

Related Rules:

You will not be considered disabled from work in an occupation because of a reduction in your earnings resulting from a change in economic conditions or other factors that are not directly related to your sickness or injury. Examples of factors that we will not consider in determining whether you are disabled include, but are not limited to, recession, job obsolescence, job restructuring or elimination, pay cuts, and job sharing.

You will not be considered disabled from work in an occupation solely because of:
1. Your employer's work schedule that is inconsistent with the normal work schedule of your regular occupation;
2. Your relationship with your employer or other employees of the employer; or
3. The physical relationship of your employer's workplace that is inconsistent with the normal physical environment of your regular occupation.

You will not be considered disabled from work in an occupation solely because of the loss, suspension, restriction, surrender, or failure to maintain a required state or federal license to engage in the occupation.

You will not be considered disabled from work in an occupation solely because of your inability to work more than 40 hours per week in the occupation, even if you were regularly required to work more than 40 hours per week prior to becoming disabled.

Your disability must begin while you are covered under the policy.

use when disability contains
a gainful occupation period

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS (continued)

DOES YOUR DISABILITY NEED TO CONTINUE FOR A PERIOD OF TIME BEFORE OUR PAYMENTS TO YOU BEGIN?

Your disability must continue through the elimination period before we begin making payments to you.

Elimination period is a period of continuous days of disability. The elimination period begins on the first day of your disability.

WHAT HAPPENS IF YOU RETURN TO WORK DURING THE ELIMINATION PERIOD?

We will consider your disability continuous if you have one or more periods of temporary recovery during the elimination period for a maximum of 14 days AND become disabled again due to the same sickness or injury.

Temporary recovery means any time when we do not consider you to be disabled. The days you are not disabled will not count toward the elimination period.

acc of ep = 14 days

DO YOU NEED TO BE UNDER THE CARE OF A DOCTOR?

We require you to be under the regular care of a doctor for the sickness or injury causing your disability in order to be eligible to receive payments from us.

Regular care means:

- **you personally visit a doctor as often as is medically required to effectively manage and treat your disabling condition(s), according to generally accepted medical standards;**

AND

- **you are receiving appropriate treatment and care, according to generally accepted medical standards. Treatment and care for the sickness or injury causing your disability must be given by a doctor whose specialty or experience is appropriate.**

Doctor means a person:

- **regularly performing tasks that are within the limits of the person's medical license;**

AND

- **who is licensed to practice medicine and prescribe and administer drugs or to perform surgery;**
- **with a doctoral degree in Psychology (Ph.D. or Psy.D.) and whose primary practice is treating patients; OR**
- **who is a legally qualified medical practitioner according to the laws and regulations of the jurisdiction in which regular care is being given.**

We will not recognize you, your spouse, children, parents, or siblings as a doctor for a claim you submit.

MAY WE REQUIRE YOU TO BE EXAMINED OR INTERVIEWED BY INDIVIDUALS OTHER THAN THE DOCTOR PROVIDING REGULAR CARE?

We may require you to be examined by doctor(s), other medical practitioner(s) or vocational expert(s) of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so. In addition, we may require an interview with you by an authorized representative of ours.

WHEN WILL WE NOT COVER A DISABILITY?

We will not cover a disability if it is due to:

- war, declared or not, or any act of war;
- intentionally self-inflicted injuries or illness, while sane or insane;
- your active participation in a riot;
- your attempt to commit or your commission of a felony under federal or state law, or your being engaged in an illegal occupation;
- your service in the armed forces, military reserves or National Guard of any country or International authority, or in a civilian unit serving with such forces;
- cosmetic or reconstructive surgery, except for complications arising from any such surgery or for surgery necessary to correct a deformity caused by accidental injury or sickness;
- an accident resulting from or caused by your operation of a motor vehicle while intoxicated according to the laws of the jurisdiction where the accident occurred; or
- an accident resulting from or caused by your being under the influence of drugs or any controlled substance, unless taken as prescribed by your doctor.

No benefits are payable for any period of disability during which you are incarcerated in a penal or correctional facility for a period of 30 or more consecutive days or for which you are not under the regular care of a doctor.

If your professional or occupational license or your certification is suspended, revoked or surrendered, loss of your license or certification, by itself, does not mean you are disabled.

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS (continued)

VOLUNTARY PLANS

WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

We will cover your disability if it is caused by, contributed to by, or results from a pre-existing condition and your disability begins after you have been insured for 12 consecutive months after the effective date of your coverage. If you do not meet this time period requirement, your disability is excluded from coverage under this plan.

Pre-existing condition is a sickness or injury:

- **for which you received treatment;**

OR

- **where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

within the 3 months prior to your effective date of coverage.

Treatment includes:

- **consulting with a doctor**
- **receiving care or services from a doctor or from other medical professionals a doctor recommends you see**
- **taking prescribed medicines**
- **being prescribed medicines**
- **you should have been taking prescribed medicines but chose not to**
- **receiving diagnostic measures.**

Plan A or Plan B
3/12 pre-x

VOLUNTARY PLANS

WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION IF YOU INCREASE YOUR COVERAGE DURING A RE-ENROLLMENT PERIOD?

If you increase your coverage during a re-enrollment period we will cover the increased amount of coverage for your disability if your disability is caused by, contributed to by, or results from a pre-existing condition and your disability begins after you have been insured for 12 months after the effective date of the increase in your coverage. If you do not meet this time period requirement, then the increased amount of coverage for your disability is excluded from coverage under this plan.

Pre-existing condition is a sickness or injury:
- **for which you received treatment;**

OR
- **where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

within the 3 months prior to your effective date of coverage.

Treatment includes:
- **consulting with a doctor;**
- **receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **taking prescribed medicines;**
- **being prescribed medicines;**
- **you should have been taking prescribed medicines but chose not to;**
- **receiving diagnostic measures.**

WHAT IF THE EMPLOYER CHANGES INSURANCE PLANS AND YOU ARE NOT IN ACTIVE EMPLOYMENT DUE TO AN INJURY OR SICKNESS ON THE EFFECTIVE DATE OF THIS PLAN?

Continuity of Coverage

We will cover you under this plan if you were insured by the prior group insurance plan, and the cost of your coverage under the prior group insurance plan was paid.

Our payments to you will be limited to the monthly amount the prior group insurance plan would have paid you had the plan stayed in effect. Our payments will be reduced by any amount the prior group insurance plan is responsible for paying.

Prior group insurance plan means the group long term disability plan in effect with the employer just before the effective date of this plan.

WHAT IF YOU WERE INSURED BY THE PRIOR GROUP INSURANCE PLAN AND BECOME DISABLED UNDER THIS PLAN DUE TO A PRE-EXISTING CONDITION?

Continuity of Coverage

If you were insured by the prior group insurance plan just before you become eligible for coverage under this plan; you are in active employment; and you are insured under this plan, then you may be eligible for payments from us under this plan if your disability is due to a pre-existing condition.

In order to receive payments from us, you must meet the pre-existing condition exclusion of:

- this plan;

OR

- the prior group insurance plan had the plan stayed in effect.

We will consider the total amount of time you were continuously insured under both the prior group insurance plan and this plan to determine if you satisfy the pre-existing condition exclusion. If you cannot satisfy the pre-existing condition exclusion of either plan then we will not pay you a disability benefit.

We will determine our payments to you using the provisions of this plan, but your monthly payment will not be more than the maximum monthly payment of the prior group insurance plan. Your monthly payments will end on the earlier of the following dates:

- the end of the maximum payment duration under this plan;

OR

- the date benefits would have ended under the prior group insurance plan if the plan had stayed in effect.

HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN 20% OF YOUR PRE-DISABILITY EARNINGS?

Our payment will be figured by using the following Steps 1 through 4:

Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.

Step 2: Compare this amount to the maximum monthly payment for this plan.

Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross monthly payment.

Step 4: Subtract from the gross monthly payment any other income amounts except any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity. This is the payment that you may receive.

HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN 20% AND 80% OF YOUR PRE-DISABILITY EARNINGS FOR THE FIRST 24 MONTHS OF DISABILITY BENEFITS AND BETWEEN 20% AND 60% OF YOUR PRE-DISABILITY EARNINGS THEREAFTER?

Our payment to you for 24 months will be figured by using the following Steps 1 through 4:

Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.

Step 2: Compare this amount to the maximum monthly payment for this plan.

Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross monthly payment.

Step 4: Subtract from the gross monthly payment:
- 100% of any other income amounts except any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity; then
-Subtract any income you earn or receive from any form of employment or income you could have earned by working to your maximum capacity only if the sum of the gross monthly payment plus this income exceeds 100% of your indexed pre-disability earnings. The monthly benefit will then be reduced by that excess amount. This is the payment that you may receive.

Our payment to you after 24 months will be figured by using the following formula:

(A divided by B) x C

A = Your indexed pre-disability earnings minus any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity while you are disabled.

B = Your indexed pre-disability earnings.

C = The benefit calculated in Step 4 above, under the "HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN 20% OF YOUR PRE-DISABILITY EARNINGS?" section.

limited 100% with indexing

"Indexed pre-disability earnings" means your basic monthly earnings in effect just prior to the date your disability began adjusted on the first anniversary of benefit payments and each following anniversary. Each adjustment will be based on the lesser of 10% or the current annual percentage increase in the Consumer Price Index. The Consumer Price Index means the CPI-W as published by the U.S. Department of Labor. We reserve the right to use some other similar measurement if the U.S. Department of Labor changes or stops publishing the CPI-W.

Your loss of earnings must be as a result of or due to the same sickness or injury for which you are disabled.

limited 100% with indexing

WHAT IF YOUR CURRENT INCOME FLUCTUATES?

If your current income fluctuates, we may average amounts over a three (3) consecutive month period of time.

IF YOU ARE DISABLED AND WORKING, EARNING MORE THAN 80% OF YOUR PRE-DISABILITY EARNINGS DURING THE FIRST 24 MONTHS OF LTD BENEFIT PAYMENTS AND MORE THAN 60% THEREAFTER, NO PAYMENT WILL BE MADE.

Maximum monthly payment means the maximum monthly amount for which you are insured under this plan.

Minimum monthly payment means the minimum monthly amount for which you are insured under this plan, except where necessary to recover an overpayment.

Gross monthly payment means the maximum payment amount before we subtract other income amounts.

Your pre-disability earnings, benefit percentage, and maximum monthly payment appear in the PLAN HIGHLIGHTS.

WHAT IF YOU ARE DISABLED FOR ONLY PART OF A MONTH?

Your monthly payment from us is pro-rated. This means that if you are disabled for only part of a month, you will receive a payment equal to 1/30th of a full monthly payment for each day of the month you are disabled.

WHAT ARE OTHER INCOME AMOUNTS?

These are amounts, other than payments you are receiving from us, that include:

1. any benefits and awards you receive or are eligible to receive under:
   a. Workers' Compensation Law;
   b. occupational disease law;
   c. any other similar act or law.

2. any disability income benefits you receive or are eligible to receive under:
   a. any compulsory benefit act or law;
   b. any other group insurance plan with the employer or with an association;
   c. any other group insurance plan with another employer which you become insured under after your disability under this plan begins;
   d. any governmental retirement system as a result of your job with the employer.

   Long term disability payments are primary under this policy, meaning our payments to you will be reduced by any short term disability payments under a policy with the employer.

3. any benefits under the United States Social Security Act, The Canada Pension Plan, The Quebec Pension Plan and includes any similar plan or act. Benefits include:
   a. disability benefits you, your spouse, or your children receive or are eligible to receive as a result of your disability;
   b. retirement benefits you receive, your spouse or your children receive as a result of your receipt of retirement benefits.

   If your disability begins after your 70th birthday, and you were receiving Social Security retirement benefits before your disability began, then we will not reduce our payments to you by these retirement benefits.

4. any benefits you receive from the employer's sick leave or formal salary continuation plan.

5. any income you earn or receive from any form of employment, including any income you could have earned while disabled by working to your maximum capacity, but you do not do so. We may require you to send us proof of your income. We will adjust our payment to you based on this information. As a part of the proof of income, we can require you to send us appropriate tax and financial records we believe we need to substantiate your income.

   Maximum capacity means, based on the limiting factors of your identified sickness or injury, the greatest extent of work you are able to do in an occupation from which you must be considered disabled in order to receive disability benefits.

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS (continued)

6. any benefits from the employer's retirement plan you:
   a. receive as disability benefits;
   b. voluntarily choose to receive as retirement benefits;
   c. receive as retirement benefits once you reach the greater of age 62 or normal retirement age (as defined in the employer's retirement plan).

   Regardless of how the retirement funds from the plan are distributed, for the purposes of figuring our payment to you, we consider employee and employer contributions to be distributed at the same time throughout your lifetime.

   This plan does not reduce payments you receive from us for your contributions to the employer's retirement plan, or for amounts you rollover or transfer to an eligible retirement plan.

   Retirement plan is a defined contribution plan or defined benefit plan. These are plans that provide retirement benefits to employees and are not funded entirely by employee contributions.

   Disability benefits under a retirement plan are benefits that are paid due to disability and which do not reduce the retirement benefit that would have been paid if the disability had not occurred.

   Retirement benefits under a retirement plan are benefits that are paid based on the employer's contribution to the retirement plan. Disability benefits that reduce the retirement benefit under the plan will also be considered a retirement benefit.

   Eligible retirement plan is defined in §402 of the Internal Revenue Code of 1986 and includes future amendments to §402 affecting the definition.

7. any benefits for loss of time or lost wages you receive from the mandatory portion of a no-fault motor vehicle insurance plan, or automobile liability insurance policy.

8. any amounts you receive under any unemployment compensation law.

9. any amounts you receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.

If you receive any of the other income amounts in a lump sum payment, we will pro-rate the lump sum on a monthly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a monthly basis to the end of your maximum payment duration.

Other income amounts must be payable as a result of the same disability for which you are receiving a payment from us, except for retirement benefits and any income you earn or receive from any form of employment.

WHAT IF SUBTRACTING OTHER INCOME AMOUNTS RESULTS IN A ZERO PAYMENT TO YOU?

We will pay you a minimum monthly payment under this plan, subject to any overpayments.

DO WE HAVE THE RIGHT TO ESTIMATE OTHER INCOME AMOUNTS?

We have the right to estimate the amount of benefits you may be eligible to receive under Other Income Amounts, items 1, 2 and 3a. We can reduce our monthly payment to you by this estimated amount if you:

- have not been awarded such benefits but have not been denied such benefits;

OR

- have been denied such benefits and the denial is being appealed;

OR

- are reapplying for such benefits.

We will not reduce our payments to you by these estimated amounts if you:

- apply (or reapply) for benefits and appeal your denial through all of the administrative levels we believe are necessary;

AND

- sign our payment option form stating you promise to pay back to us any overpayment of benefits caused by an award.

If we reduce our payment to you by an estimated amount:

- then we will adjust our payments to you when you give us proof of the amount awarded;

OR

- we will give you a lump sum refund of the estimated amount if you were denied benefits and have completed all appeals (or reapplications) we believe are necessary.

WHAT ARE NOT OTHER INCOME AMOUNTS?

We will not subtract from our payments to you any amounts you receive from the following:

- 401(k) plans
- profit sharing plans
- thrift plans
- tax sheltered annuities
- stock ownership plans
- credit disability insurance
- non-qualified plans of deferred compensation
- pension plans for partners
- military pension and military disability income plans
- a retirement plan from another employer
- individual retirement accounts (IRA)
- informal salary continuation plan
- benefits from individual disability plans

WHAT HAPPENS IF YOU RECEIVE A COST OF LIVING INCREASE TO ANY OTHER INCOME AMOUNTS?

Other than for increases in any income you earn or receive from any form of employment, once we have subtracted an other income amount from your gross disability payment, we will not further reduce our payment to you due to a cost of living increase in any other income amount.

WHEN WILL YOU RECEIVE A LIMITED NUMBER OF PAYMENTS FROM US FOR A DISABILITY?

If your disability is caused or contributed to by mental illness or substance abuse, we will pay you a monthly payment for a maximum of 24 months in your lifetime. We will not pay you a monthly payment beyond the maximum payment duration.

Mental illness means disability caused or contributed to by psychiatric or psychological conditions, regardless of cause, and includes:

- **schizophrenia;**
- **depression;**
- **manic depressive or bipolar illness;**
- **anxiety;**
- **personality disorders;**
- **adjustment disorders;**
- **other conditions usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar methods of treatment.**

Substance abuse means a pattern of pathological use of alcohol or other addictive drugs unless prescribed by a doctor and used by you as prescribed.

This limitation does not apply to dementia, if due to:

- stroke;
- trauma;
- viral infection;
- Alzheimer's disease;
- other such conditions not listed above which are not usually treated by a mental health provider using psychotherapy; psychotropic drugs or other similar methods of treatment.

WHEN WILL OUR PAYMENTS TO YOU STOP?

We will stop payments on the earliest of the following dates:

- the date you are no longer disabled according to this plan;
- the date you reach the end of the maximum payment duration;

> **Maximum payment duration means the period of time during which we will send you a monthly payment. Your maximum payment duration is based on your age when you become disabled and appears in the PLAN HIGHLIGHTS.**

- during the first 24 months of disability benefits, the date your current earnings exceed 80% of your pre-disability earnings; after the first 24 months of disability benefits, the date your current earnings exceed 60% of your pre-disability earnings. If your current earnings fluctuate, we may average your current earnings over a three (3) consecutive month period of time instead of stopping your payment on the date your current earnings reach the earnings limit;
- the date you die;
- the date you fail to provide proof of continuing disability;
- the date you refuse to participate in an approved rehabilitation program;
- the date you cease to be under the regular care of a doctor, or refuse to undergo, at our expense, an examination or testing by a doctor or vocational, rehabilitation, or health assessment testing when we require such examination or testing;
- the date you refuse to receive medical treatment, including taking prescribed medicines, that your doctor has recommended and that is generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect;
- the date you refuse to make a good faith effort to adhere to necessary wellness programs that your doctor has recommended and that are generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect. We will work with your treating doctor to determine the necessary wellness programs, if any, in accordance with generally accepted medical standards.

  We will give you 30 days prior written notice of our intent to apply this provision to terminate benefits. During those 30 days you will have an opportunity to begin or resume reasonable efforts to adhere to the medically necessary Wellness Programs. We will not terminate benefits if there is no reasonable basis for believing that you will be able to return to productive employment in your regular occupation or another gainful occupation on a full-time or part-time basis if you adhere to the recommended wellness programs.

  > **Wellness programs include, but are not limited to, appropriate programs for dietary and nutritional improvement, weight management, smoking cessation, abstention from the excessive or illegal use of alcohol or narcotics, regular participation in exercise activities, stress management, pain management, behavioral therapy, coaching, and the regular taking of prescribed medications.**

limited reg occ
disability w/o ADL

WHEN WILL OUR PAYMENTS TO YOU STOP? - continued

- the date you refuse to try or attempt to work with the assistance of:
  1. modifications made to your work environment, functional job elements or work schedule; or
  2. adaptive equipment or devices,

  that a qualified doctor has indicated will accommodate the limiting factors of the sickness or injury for which you are claiming benefits under the policy and will enable you to perform the material and substantial duties of an occupation from which you must be considered disabled in order to receive disability benefits;
- if you are considered to reside outside the United States. You will be considered to reside outside the United States if you have been outside the United States for a total period of 6 months or more during any 12 consecutive months of disability benefits.

limited reg occ
disability w/o ADL

WHAT HAPPENS IF YOU HAVE A TEMPORARY RECOVERY BUT YOU BECOME DISABLED AGAIN DUE TO THE SAME INJURY OR SICKNESS AS A PRIOR DISABILITY?

If you return to work and are no longer disabled, and the same sickness or injury causes your disability to occur again within six months of the date the prior disability ended, we will resume our monthly payments to you if you were continuously insured under the plan for the period of your temporary recovery. You will not need to complete a new elimination period for this disability.

Your current period of disability will be subject to the same terms of the plan that applied to your prior period of disability.

If you become entitled to payments under any other group long term disability plan (including a plan with the employer that became effective after your disability began), you will not be eligible for payments under this plan.

A disability due to other causes will be treated as a new disability and will be subject to all of the provisions of this plan.

SUMMARY OF THE CLAIM INFORMATION SECTION 5

What will you find in this section?

- notifying us of a claim
- giving us proof of claim
- filing a claim
- information needed in the proof of claim
- when payments to you begin
- who we make payments to

SECTION 5: CLAIM INFORMATION

WHEN DO YOU NOTIFY US OF A CLAIM?

You need to notify us in writing of your claim within 30 days prior to the end of the elimination period. If you are not able to notify us within this time, then you need to notify us as soon as reasonably possible. Notice includes a notice you give, or which is given on your behalf, to us, or to an authorized agent of ours.

WHEN DO YOU NEED TO GIVE US PROOF OF YOUR CLAIM?

Early proof of claim will allow us to make a timely claim decision. You need to send to us written proof of your claim within the first 90 days after the elimination period ends. If you are unable to give us proof of your claim within this time, then you must give us proof of your claim within the next 12 months. If you do not have the legal capacity to make responsible decisions concerning yourself, then you may give us proof of your claim after this period.

You must notify us immediately when you return to work in any capacity.

HOW DO YOU FILE A CLAIM?

You can get a claim form from the employer, or you may ask us for a form. If you ask us for a claim form, but you do not receive the form from us within 15 days after asking for it, then you should send written proof of your claim to us without waiting for the form.

You and the employer must fill out your claim form. Once you and the employer have completed the claim form, give the claim form to the doctor providing you regular care for your sickness or injury causing disability. The doctor must fill out the physician section of the form. Send the completed form to us within the stated time frames.

WHAT AUTHORITY DO WE HAVE IN DETERMINING YOUR ELIGIBILITY FOR BENEFITS?

We have the discretionary authority to determine your eligibility for benefits and to construe the terms of the policy to make a benefits determination.

WHAT INFORMATION DO YOU NEED TO INCLUDE IN YOUR PROOF OF CLAIM?

Your proof of claim must include:
- that you are under the regular care of a doctor;
- the date your disability began;
- the cause of your disability as determined by objective medical tests and examinations acceptable to the medical community;
- the extent of your disability, including restrictions and limitations which prevent you from performing your regular occupation;
- the name and address of all hospital(s) or institution(s) where you received treatment, including all doctors who provided regular care;
- appropriate documentation of your earnings.

We may request that you send proof of continuing disability indicating that you are under the regular care of a doctor. We must receive this proof within 30 days of the date we ask for it. In some cases, we will require you to give us authorization to obtain additional medical and non-medical information as part of your proof of claim. We may temporarily suspend our payments to you if you do not cooperate, or do not submit the appropriate information.

WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?

Once we approve your claim, you will begin to receive payments after you complete the elimination period. We will send you a payment for any period for which we are liable. If the policy or a plan is canceled, the cancellation will not affect a payable claim.

WHO DO WE MAKE PAYMENTS TO?

We will make all payments to you.

WHAT HAPPENS IF WE OVERPAY YOUR CLAIM?

We have the right to recover overpayments due to:
- fraud;
- an error we make in processing your claim;
- your receipt of other income amounts.

If we determine that we overpaid your claim, then we require you repay us in full. We will determine the method by which you will repay us. We reserve the right to apply our future payments to you toward overpayments. We have the right to recover overpayments from your eligible survivors or estate. We will not recover more money from you than the amount we paid to you.

SUMMARY OF THE ADDITIONS TO YOUR LTD PLAN SECTION 6

What will you find in this section?

Other services and additional benefits are explained in this section and may be applicable to your plan.

SECTION 6: ADDITIONS TO YOUR LTD PLAN

VOCATIONAL REHABILITATION

If you are disabled and receiving a payment from us, you may be required to participate in vocational rehabilitation services. These services may include vocational testing and training, job modifications, job placement, or other services we find reasonably needed to assist you in returning to active employment either full-time or part-time.

We will determine the extent to which these services may be provided. We will pay for these services with the service provider(s), unless we agree to other arrangements.

Our decision to offer these services will be based on:

- your education, training and experience
- your transferable skills
- your physical and mental abilities
- your motivation to return to active employment
- the labor force demand for workers in the proposed occupation in your demographic area
- our expected liability for your long term disability claim.

To qualify for these services, you must:

- have a disability which prevents you from performing some or all of the material and substantial duties of your regular occupation
- lack the skills, training, or experience you would need to perform another gainful occupation
- possess the physical and mental abilities you need to complete a rehabilitation program
- be reasonably expected to return to active employment with the assistance of these services.

A vocational rehabilitation program proposal may be made by either us, your doctor or yourself. We will prepare a written program with the input of you, your doctor, your current employer and/or your prospective employer. Once your doctor and we approve a program, you will be provided services according to the written program.

SECTION 6: ADDITIONS TO YOUR LTD PLAN

VOCATIONAL REHABILITATION (continued)

The written program will describe:

- the goals of the program
- what our responsibilities are
- what your responsibilities are
- what responsibilities are of any third party(ies) associated with this program
- the expected dates of the services
- the expected costs of the services
- the expected duration of the program

We reserve the right to make the final decision concerning your eligibility to take part in this program, and the amount of any services you will be provided.
If your doctor approves the rehabilitation program we have designed for you, and you do not complete your responsibilities under the program, then we may discontinue our payments to you under this plan unless there is good cause.

Good cause means documented physical or mental impairments, which leave you unable to take part in or complete the agreed upon program. It can also mean that you are involved in:

- **medical treatment which prevents or interferes with your taking part in or completing the program**
- **some other vocational rehabilitation program which conflicts with your taking part in or completing the program we developed, and is reasonably expected to return you to active employment.**

SECTION 6: ADDITIONS TO YOUR LTD PLAN

SOCIAL SECURITY ASSISTANCE

HOW CAN WE ASSIST YOU WITH OBTAINING SOCIAL SECURITY DISABILITY BENEFITS?

If you are receiving a payment from us, we can provide advice to you regarding your claim and assist you with your application for Social Security disability benefits or an appeal.

If you receive Social Security benefits this may enable you to receive Medicare after 24 months of disability payments, protect your retirement benefits, and your family may be eligible for Social Security benefits.

We can assist you in obtaining Social Security disability benefits by:

- helping you find appropriate legal representation or other assistance;

AND

- obtaining medical and vocational evidence;

AND

- reimbursing pre-approved case management expenses.

SECTION 6: ADDITIONS TO YOUR LTD PLAN

LUMP SUM SURVIVOR BENEFIT

WHAT BENEFITS MAY BE PAYABLE TO YOUR SURVIVOR IF YOU DIE?

If we receive proof of your death:
- after you have been disabled for at least 180 consecutive days

AND
- while you were receiving a monthly payment from us

we will pay a one-time lump sum benefit to your eligible survivor. This benefit will be equal to 3 times your last gross monthly benefit payment. We will first apply this benefit to any overpayment which may exist on your claim.

> **Gross monthly benefit means the benefit amount before any reductions for other income benefits and earnings.**

WHO ARE YOUR ELIGIBLE SURVIVORS?

Your spouse, if living, otherwise your children who are under age 25. If you do not have any eligible survivors, payment will be made to your estate. If there is no estate, then no payment will be made.

Payments becoming due to your children will be made to:
- the children

OR
- a person we name to receive payments on behalf of your children.

This payment will be valid and effective against all claims by others representing or claiming to represent your children.

3 mon

SECTION 6: ADDITIONS TO YOUR LTD PLAN

PERSONAL CARE ASSISTANCE BENEFIT

A monthly Personal Care Assistance Benefit may be payable to you after the end of the maximum payment duration.

You will qualify for Personal Care Assistance Benefits if you meet each of the following requirements:

1. You received LTD benefits throughout the maximum payment duration;
2. You are continuously disabled on and after the last day of the maximum payment duration; and
3. We determine that you have a sickness or injury for which personal care assistance is required.

It is not necessary for you to actually receive personal care assistance to qualify for Personal Care Assistance Benefits.

If you qualify for a Personal Care Assistance Benefit, the amount of the monthly Personal Care Assistance Benefit we pay will be equal to the amount of your net monthly payment, up to a maximum of $3,000 per month.

Personal Care Assistance Benefits end on the earliest of the following dates:

1. The date you cease to be considered continuously in need of personal care assistance.
2. The date on which you have received Personal Care Assistance Benefit payments for 60 months.

The provisions of your Coverage under the Group Policy that apply to the payment of LTD benefits apply also to the payment of Personal Care Assistance Benefits.

Personal Care Assistance - You will be considered in need of personal care assistance if:

1. **a. You have a cognitive impairment; OR**
   b. You have a terminal illness; OR
   c. You require active, hands-on help from another person to perform two or more activities of daily living; AND
2. **You are unable to engage in any substantial gainful activity for which you may be qualified by education, training, or experience.**

SECTION 6: ADDITIONS TO YOUR LTD PLAN

PERSONAL CARE ASSISTANCE BENEFIT - continued

Activities of daily living (ADL) means:

- **bathing - the ability to wash oneself in either a tub or shower, or by sponge bath; including the tasks of getting into and out of the tub or shower with or without the assistance of equipment;**
- **dressing - the ability to put on, take off, and secure all necessary and appropriate items of clothing and any necessary braces or artificial limbs;**
- **toileting - the ability to get to and from the toilet, get on and off the toilet, and perform associated personal hygiene with or without the assistance of equipment;**
- **transferring - the ability to move in and out of a bed, chair or wheelchair with or without the assistance of equipment;**
- **mobility - the ability to walk or wheel on a level surface from one room to another with or without the assistance of equipment;**
- **eating - the ability to get nourishment into the body by any means once it has been prepared and made available to one with or without the assistance of equipment;**

Cognitive impairment means you have a deterioration or loss in intellectual capacity, resulting from injury, sickness, Alzheimer's disease or similar forms of irreversible dementia and you need another person's active help or verbal guidance for your own protection or for the protection of others. The deterioration or loss will be based on clinical evidence and/or clinical tests, according to generally accepted medical standards, that reliably measure your impairment.

Terminal illness means a diagnosed illness that, according to generally accepted medical standards, is expected to result in death within six months.



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, WA 98004-5135

Telephone: 1-800-SYMETRA or 1-800-796-3872

Important information regarding your Certificate of Insurance:

This Certificate evidencing your insurance coverage is made available to you by your group insurance policyholder.

Symetra Life Insurance Company is only responsible for the accuracy of the Certificate which Symetra provides to the policyholder. The policyholder is **solely** responsible for the accuracy of the information contained herein.

From time to time your Certificate may be modified by Symetra, and an updated electronic Certificate will be made available to you by the policyholder. You are advised to periodically review your Certificate to ensure that you have the most current version.

You have the right to request a paper copy of your current Certificate at any time. If you wish to receive a paper copy of your Certificate you may obtain one by contacting the policyholder.

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

AMENDMENT NO. 3
Voluntary Long Term Disability Income Insurance

This amendment forms a part of the Group Policy No. 01 016850 00 and the certificate of coverage.

Policyholder: Williamson County

It is agreed that the following change is hereby made to the above-referenced Group Policy and Certificate:

Class 1:
Effective January 1, 2024:

The following is amended:
Waiting Period

The following page is affected by this change and is therefore replaced:
GDC-4500 12/05 (EE-1LV-2 Rev 10/05)

The effective date of this change is January 1, 2024, but will not be effective prior to an insured employee's effective date of coverage. This change only applies to disabilities which start on or after this effective date. All other terms and provisions of the policy will apply other than as stated in this amendment.

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SYMETRA®

RETIREMENT | BENEFITS | LIFE

Williamson County

01 016850 00

Employee Benefits

Insurance Certificate

VOLUNTARY LONG TERM DISABILITY
INCOME INSURANCE

CLASS 1

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SYMETRA
RETIREMENT | BENEFITS | LIFE

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

Symetra Life Insurance Company is known as Symetra in this certificate.

"You" and "your" refer to the insured employee in this certificate.

This certificate summarizes the major parts of the policy under which you are insured. Your insurance is subject to all the terms of the policy. This certificate replaces all others previously issued.

Signed for Symetra as of the policy effective date.

Jacqueline M. Veneziani, Secretary

Margaret Meister, President

READ THIS CERTIFICATE CAREFULLY

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

GROUP LONG TERM DISABILITY INSURANCE

CERTIFICATE OF COVERAGE

Policyholder:	Williamson County
Policy Number:	01 016850 00
Policy Effective Date:	January 1, 2016

Symetra Life Insurance Company (referred to as "the Company", "we", "us", or "our") welcomes you as a client.

This is your certificate of coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

Your certificate of coverage is written in plain English. There are a few terms and provisions written as required by insurance law. If you have any questions about any of the terms and provisions, please consult our claims paying office. We will assist you in understanding your benefits.

If the terms and provisions of the certificate of coverage (issued to you) differ from the policy (issued to the Policyholder), the policy will govern. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the policy.

The policy is delivered in and is governed by the laws of Texas and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the policy, we have discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the policy.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:00 midnight and end at 12:01 a.m. at the policyholder's address.

Amendment #3, Effective January 1, 2024

TABLE OF CONTENTS

Your certificate is divided into the following sections:

SECTION 1 - HIGHLIGHTS OF YOUR PLAN

SECTION 2 - GENERAL INFORMATION

SECTION 3 - ELIGIBILITY FOR COVERAGE

SECTION 4 - BENEFIT SPECIFICS
- disability defined
- details on calculating benefit payments
- exclusions and limitations that may apply

SECTION 5 - CLAIM INFORMATION

SECTION 6 - ADDITIONS TO YOUR LTD PLAN

For your ease in finding information in your certificate, we:

- Start each section with a summary of the contents and the terms we define in the section.
- Shade all of the defined terms within a section.

SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY LTD PLAN

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate, they have the following meaning, unless we advise you otherwise.

Eligible Class 1 = All full-time employees.

You must be working at least 30 hours per week.

Benefit Percentage = 60%

Maximum Payment Amount = $6,000*

* We may reduce the amount we pay to you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan.

Minimum Payment Amount = The greater of: $100 or 10% of your gross disability payment you receive from us.

We may apply all payments to you toward overpayments.

Elimination Period = The later of: 90 days after the date disability begins or the date accumulated sick leave ends or the date salary continuation ends or the date short term disability payments to you end.

Pre-disability earnings means your gross monthly rate of earnings from the employer in effect just prior to the date disability begins. It includes overtime pay, but not commissions, bonuses or other extra compensation.

If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer in effect just before the date your absence begins.

Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.

Maximum Payment Duration

Social Security Normal Retirement Age

Age When Disability Begins	Maximum Payment Duration
Less than age 60	To Social Security Normal Retirement Age (SSNRA)
60	60 months or to SSNRA, whichever is greater
61	48 months or to SSNRA, whichever is greater
62	42 months or to SSNRA, whichever is greater
63	36 months or to SSNRA, whichever is greater
64	30 months or to SSNRA, whichever is greater
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

Social Security Normal Retirement Age (SSNRA) means the age at which you are eligible for Social Security full retirement benefits.

Waiting Period:

If you are actively at work for the employer on the Policy Effective Date or start working for the employer after the Policy Effective date but prior to April 1, 2023: The first of the month following 60 days of continuous employment.

If you start working for or become benefit eligible with the employer on or after April 1, 2023: The first of the month following 30 days of continuous employment.

SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY LTD PLAN
(continued)

Cost of Coverage:

You pay the cost of your coverage.

Waiver of Premium: The cost of your coverage will be suspended for any period of time during which you are disabled under this plan and eligible to receive a monthly payment from us. If you return to active employment with the employer, and want your coverage to continue, the cost of your coverage must begin to be paid again.

SUMMARY OF THE GENERAL INFORMATION SECTION 2

What will you find in this section?

- information we have access to
- how we use statements made in applying for coverage
- insurance fraud
- time limits for legal proceedings

What terms do we define in this section?

- you
- we
- us
- our
- employee
- employer
- insured
- plan

SECTION 2: GENERAL INFORMATION

WHAT IS THE CERTIFICATE OF COVERAGE?

This certificate of coverage is a written statement prepared by us and may include attachments. It tells you:

- the coverage to which you may be entitled
- to whom we make payments

AND

- the limitations, exclusions and requirements applying to a plan.

You means an employee who is eligible for the coverage of this plan.

We, us and our means the Insurance Company named on the first page of your Certificate of Coverage.

Employee means a person who is a citizen or permanent resident of the United States in active employment with the employer unless we advise you otherwise. This plan excludes temporary and seasonal workers from coverage.

Employer means individual, company or corporation where you are in active employment, and includes any division, subsidiary or affiliated company named in the policy.

Insured means a person covered under this plan.

Plan means a line of coverage under the policy.

TO WHAT INFORMATION DO WE HAVE ACCESS?

The employer will give us information about you including:
- if you are eligible for coverage
- if your amount of coverage changes, including salary change information
- if your coverage terminates
- other information we may reasonably require.

The employer's records that we believe have a bearing on coverage under this plan are open for our inspection at any reasonable time.

Clerical error or omission will not:
- prevent you from receiving coverage
- affect the amount of your coverage

OR
- effect or continue your coverage if it should not be in effect or continue in effect.

HOW CAN WE USE STATEMENTS YOU OR THE EMPLOYER MADE IN APPLYING FOR COVERAGE?

We consider any statements you or the employer made in a signed application for coverage a representation and not a warranty. If any of the statements you or the employer made are not complete and/or not true at the time they were made, we can:
- reduce or deny any claim

OR
- cancel your coverage back to the date your coverage became effective.

We will use only statements made in a signed application as a basis for doing this. You, your beneficiary, or your personal representative will receive a copy of the signed application.

HOW WILL WE HANDLE INSURANCE FRAUD?

We promise to focus on all means necessary to support fraud detection, investigation, and prosecution. It is a crime if you or the employer knowingly, and with intent to injure, defraud or deceive us, file a claim containing any false, incomplete or misleading information. These actions, as well as submission of false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

WHAT IF FACTS ABOUT YOU ARE NOT ACCURATE?

If relevant facts about you were not accurate, then we will use accurate information to decide if your coverage should be in effect and what your amount of coverage should be. If the cost of your coverage is affected, we will make a fair adjustment in the cost.

DOES THE EMPLOYER ACT AS YOUR AGENT?

For all purposes of the policy, the employer acts on its own behalf or as your agent. The employer is not our agent.

WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?

You can start legal action regarding your claim 60 days after the date you sent us proof of claim. You have up to three years after the date you sent us proof of claim to start legal action, unless otherwise provided by law.

DOES THIS PLAN REPLACE OR AFFECT ANY REQUIREMENT FOR WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?

The plan does not replace or affect requirements for coverage by Workers' Compensation Insurance or state disability insurance.

SUMMARY OF THE ELIGIBILITY FOR COVERAGE SECTION 3

VOLUNTARY PLANS

What will you find in this section?

- eligibility for coverage
- waiting period
- when coverage becomes effective
- changing coverage under this plan
- what happens to coverage during a layoff, leave of absence or a family or medical leave of absence
- when coverage under this plan ends

What terms do we define in this section?

- waiting period
- active employment
- work site
- re-enrollment period
- enrollment period
- initial enrollment period
- layoff
- leave of absence
- evidence of insurability
- family or medical leave of absence

SECTION 3: ELIGIBILITY FOR COVERAGE

VOLUNTARY PLANS

WHEN ARE YOU ELIGIBLE FOR COVERAGE?

If you are in an eligible class you may apply for coverage under this plan on the later of:
- the date the plan is effective;

OR
- the date you complete the waiting period.

WHAT IS YOUR WAITING PERIOD?

Your waiting period appears in the PLAN HIGHLIGHTS.

Waiting period is the number of days you must be in active employment in an eligible class before you may apply for coverage.

If you have been continuously employed by the employer but were not in an eligible class, we will apply any prior period of work with the employer toward the waiting period.

Active employment means you are:
- **working for the employer at your work site for earnings the employer pays on a regular basis;**

AND
- **performing the material and substantial duties of your regular occupation.**

Active employment includes normal non-work days such as vacation, weekends and holidays.

Your work site must be:
- **the employer's usual place of business;**
- **an alternative location if directed by the employer;**

OR
- **a location to which your occupation requires you to travel.**

SECTION 3: ELIGIBILITY FOR COVERAGE (continued)

VOLUNTARY PLANS

WHEN MAY YOU ENROLL OR CHANGE YOUR COVERAGE UNDER THIS PLAN?

You may enroll or change your coverage only during an enrollment period as follows:

1. During the initial enrollment period:

If you are eligible for coverage on the plan effective date	THEN	you may apply for a coverage option for the first enrollment period.
If you become eligible for coverage after the plan effective date	THEN	you may apply for a coverage option for the enrollment period in which you are first eligible.

   If your initial enrollment period takes place during or after a re-enrollment period, but before the plan anniversary date, then your choice of coverage will apply until the next re-enrollment period.

2. During a re-enrollment period:

   You may:
   - keep your same coverage under the plan;
   - choose no coverage under the plan;
   - enroll for coverage under the plan if you are not currently enrolled.

   Coverage applied for or changes in coverage will apply until the next re-enrollment period.

   If you are currently enrolled for coverage and do not re-enroll for coverage during a re-enrollment period you will continue to be insured for the same coverage as previously enrolled.

WHAT IF YOU ARE REHIRED BY THE EMPLOYER WITHIN THE SAME PLAN YEAR DURING WHICH YOUR EMPLOYMENT TERMINATED?

If you are rehired by the employer within the same plan year that your employment terminated, then:

- you will be insured for the same plan and class of coverage that was in effect for you on the date your employment terminated;

AND

- you may not change the plan or class of coverage during the rest of the plan year.

Re-enrollment period means a period of time as set by your employer and us during which you may apply, in writing, for coverage under this plan, or change your coverage under this plan if you are currently enrolled.

Enrollment period means the initial enrollment period and any re-enrollment period.

Initial enrollment period means one of the following periods during which you may first apply in writing for coverage under this plan:

- **if you are eligible for coverage on the plan effective date, a period before the plan effective date as set by your employer and us;**
- **if you become eligible for coverage after the plan effective date, the period ending 31 days after the date you are first eligible to apply for coverage.**

SECTION 3: ELIGIBILITY FOR COVERAGE (continued)

VOLUNTARY PLANS

WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?

Your coverage will be effective on the later of:

1. the first day of the pay period for which contributions for your coverage are deducted; OR
2. the day determined as follows:

For coverage applied for during the initial enrollment period and before your eligibility date	THEN	your coverage is effective on your eligibility date
For coverage applied for during the initial enrollment period and within the first 31 days after the date you are first eligible to apply	THEN	your coverage is effective on the date you apply
For a change in coverage applied for during a re-enrollment period	THEN	your selected coverage will be effective on the first day following the plan anniversary date.
For coverage applied for more than 31 days after the date you are first eligible to apply	THEN	your selected coverage will be effective on the first day following the date we approve your application.

VOLUNTARY PLANS

WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?

If you are not in active employment as a result of your injury or a sickness then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

WILL YOUR COVERAGE CONTINUE IF YOU ARE ON A LAYOFF OR LEAVE OF ABSENCE?

Your employer may continue your coverage if you are on a layoff or on an approved leave of absence. Your coverage may continue through the end of the month following the month in which your layoff or leave of absence begins. The cost of your coverage must be paid during the layoff or leave of absence period.

> **Layoff or leave of absence means the employer has agreed in writing and in advance to a temporary absence from active employment for a specified period of time. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.**

WHEN IS EVIDENCE OF INSURABILITY REQUIRED?

You will need to provide evidence of insurability to us with your application. You must apply for coverage in writing through the employer and use an application form that is satisfactory to us.

> **Evidence of insurability means a statement of your medical history which we will use to assess if you will be approved for coverage.**

SECTION 3: ELIGIBILITY FOR COVERAGE (continued)

VOLUNTARY PLANS

WHAT HAPPENS TO YOUR COVERAGE IF YOU ARE ON A FAMILY OR MEDICAL LEAVE OF ABSENCE?

If you are on a family or medical leave of absence, your coverage will be governed by the employer's Human Resource policy on family and medical leaves of absence.

We will continue your coverage if the following conditions are met:
- premiums for the cost of your continued coverage are paid;

AND
- your leave is approved in advance and in writing by the employer.

Your coverage will continue for up to the greater of:
- the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments;

OR
- the leave period required by applicable state law.

While you are on an approved family or medical leave of absence we will use earnings from your regular occupation you were performing just prior to the date your leave of absence started to determine our payments to you.

If your coverage does not continue during a family or medical leave of absence, then when you return to active employment:
- you will not have to meet a new waiting period, including a waiting period for coverage of a pre-existing condition;

AND
- you will not have to give us evidence of insurability to reinstate the coverage you had in effect before your leave began.

> **Family and medical leave of absence means a leave of absence for the birth, adoption or foster care of a child, or for the care of you, your child, spouse or parent who has a serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 and any amendments, or by applicable state law.**

VOLUNTARY PLANS

WHEN DOES YOUR COVERAGE UNDER THIS PLAN END?

Your coverage under this plan will end on the earliest of the following:

- the date the policy or plan terminates;
- the date you are no longer in an eligible class;
- the date your class is no longer eligible for coverage;
- the last day for which premium for your coverage has been paid;
- the date you cease active employment due to a labor dispute, which includes but is not limited to strike, work slowdown, or lockout;
- the date you cease active employment with the employer, unless you are disabled or on an approved layoff or leave of absence.

We will provide coverage for a payable disability claim that occurs while you are covered under the policy or plan.

Strike Continuation provision:

You may continue your coverage for not more than six months while you are not in active employment because of a general work stoppage (including a strike or lockout) resulting from a labor dispute between the employer and your collective bargaining unit, subject to the following rules:

1. The premiums for your coverage during the work stoppage will equal 120% of the premium rate in effect under the policy on the date the work stoppage began. We have the right to change the premium rates during the work stoppage in accordance with the terms of the policy.
2. You must pay the entire premium for your coverage (including the employer's share) to your collective bargaining unit as each premium comes due during the work stoppage.
3. Your coverage during a work stoppage will end on the earliest of the following dates:
   a. On any premium due date, if you fail to make the required premium payment to your collective bargaining unit on or before that date.
   b. On the date six months after you last were in active employment.
   c. On the date you begin full time employment with another employer.
   d. At our option, on any premium due date, if less than 75% of the employees eligible to continue their coverage make the required premium payment to your collective bargaining unit.

SUMMARY OF THE LONG TERM DISABILITY BENEFIT SPECIFICS SECTION 4

What will you find in this section?

- what disability means
- when monthly payments start
- returning to work during the elimination period
- requirements of care from a doctor
- when will we not cover a disability
- what happens if the employer changes insurance plans
- our payment if you are disabled and not working
- our payment if you are disabled and working
- what are (and are not) other income amounts
- cost of living increases to any other income amounts
- payment limitations
- when monthly payments stop
- temporary recovery

What terms do we define in this section?

- disability
- material and substantial duties
- regular occupation
- reasonable employment option
- gainful occupation
- sickness
- injury
- elimination period
- regular care
- doctor
- pre-existing condition
- treatment
- prior group insurance plan
- maximum monthly payment
- gross monthly payment
- minimum monthly payment
- maximum capacity
- retirement plan
- disability benefits under a retirement plan
- retirement benefits under a retirement plan
- eligible retirement plan
- mental illness
- substance abuse
- maximum payment duration

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

WHAT DOES DISABILITY MEAN?

Disabled/Disability means our determination that your sickness or injury began while you are covered under the policy and:

- **during the elimination period and for the first 24 months of disability benefits, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation and a reasonable employment option offered to you by the employer and, as a result, the income you are able to earn is less than or equal to 80% of your pre-disability earnings.**
- **After the first 24 months of disability benefits, prevents you from performing with reasonable continuity the material and substantial duties of any gainful occupation and, as a result, the income you are able to earn is less than or equal to 60% of your pre-disability earnings.**

Material and substantial duties are the duties that:

- **are normally required for the performance of the occupation;**

AND

- **cannot be reasonably omitted or changed.**

limited reg occ
w/ residual

Regular occupation means the occupation, as it is performed nationally, that you are routinely performing when your disability begins. Your regular occupation does not mean the job you are performing for a specific employer or at a specific location.

Reasonable employment option means an employment position with the employer for which you are able to perform the material and substantial duties given your education, training and experience. If you have been working in a reasonable employment option for 6 months or more, the reasonable employment option will then be considered your regular occupation.

Gainful occupation means any occupation that your past training, education, or experience would allow you to perform or for which you can be trained.

Sickness means an illness or disease. It also includes an injury which occurs before you are insured. It does not include risk of sickness.

Injury means a bodily injury that occurs while you are insured and is the direct result of an accident and not related to any other cause. It does not include risk of injury.

Related Rules:

You will not be considered disabled from work in an occupation because of a reduction in your earnings resulting from a change in economic conditions or other factors that are not directly related to your sickness or injury. Examples of factors that we will not consider in determining whether you are disabled include, but are not limited to, recession, job obsolescence, job restructuring or elimination, pay cuts, and job sharing.

You will not be considered disabled from work in an occupation solely because of:
1. Your employer's work schedule that is inconsistent with the normal work schedule of your regular occupation;
2. Your relationship with your employer or other employees of the employer; or
3. The physical relationship of your employer's workplace that is inconsistent with the normal physical environment of your regular occupation.

You will not be considered disabled from work in an occupation solely because of the loss, suspension, restriction, surrender, or failure to maintain a required state or federal license to engage in the occupation.

You will not be considered disabled from work in an occupation solely because of your inability to work more than 40 hours per week in the occupation, even if you were regularly required to work more than 40 hours per week prior to becoming disabled.

Your disability must begin while you are covered under the policy.

use when disability contains
a gainful occupation period

DOES YOUR DISABILITY NEED TO CONTINUE FOR A PERIOD OF TIME BEFORE OUR PAYMENTS TO YOU BEGIN?

Your disability must continue through the elimination period before we begin making payments to you.

Elimination period is a period of continuous days of disability. The elimination period begins on the first day of your disability.

WHAT HAPPENS IF YOU RETURN TO WORK DURING THE ELIMINATION PERIOD?

We will consider your disability continuous if you have one or more periods of temporary recovery during the elimination period for a maximum of 14 days AND become disabled again due to the same sickness or injury.

Temporary recovery means any time when we do not consider you to be disabled. The days you are not disabled will not count toward the elimination period.

acc of ep = 14 days

DO YOU NEED TO BE UNDER THE CARE OF A DOCTOR?

We require you to be under the regular care of a doctor for the sickness or injury causing your disability in order to be eligible to receive payments from us.

Regular care means:

- **you personally visit a doctor as often as is medically required to effectively manage and treat your disabling condition(s), according to generally accepted medical standards;**

AND

- **you are receiving appropriate treatment and care, according to generally accepted medical standards. Treatment and care for the sickness or injury causing your disability must be given by a doctor whose specialty or experience is appropriate.**

Doctor means a person:

- **regularly performing tasks that are within the limits of the person's medical license;**

AND

- **who is licensed to practice medicine and prescribe and administer drugs or to perform surgery;**
- **with a doctoral degree in Psychology (Ph.D. or Psy.D.) and whose primary practice is treating patients; OR**
- **who is a legally qualified medical practitioner according to the laws and regulations of the jurisdiction in which regular care is being given.**

We will not recognize you, your spouse, children, parents, or siblings as a doctor for a claim you submit.

MAY WE REQUIRE YOU TO BE EXAMINED OR INTERVIEWED BY INDIVIDUALS OTHER THAN THE DOCTOR PROVIDING REGULAR CARE?

We may require you to be examined by doctor(s), other medical practitioner(s) or vocational expert(s) of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so. In addition, we may require an interview with you by an authorized representative of ours.

WHEN WILL WE NOT COVER A DISABILITY?

We will not cover a disability if it is due to:

- war, declared or not, or any act of war;
- intentionally self-inflicted injuries or illness, while sane or insane;
- your active participation in a riot;
- your attempt to commit or your commission of a felony under federal or state law, or your being engaged in an illegal occupation;
- your service in the armed forces, military reserves or National Guard of any country or International authority, or in a civilian unit serving with such forces;
- cosmetic or reconstructive surgery, except for complications arising from any such surgery or for surgery necessary to correct a deformity caused by accidental injury or sickness;
- an accident resulting from or caused by your operation of a motor vehicle while intoxicated according to the laws of the jurisdiction where the accident occurred; or
- an accident resulting from or caused by your being under the influence of drugs or any controlled substance, unless taken as prescribed by your doctor.

No benefits are payable for any period of disability during which you are incarcerated in a penal or correctional facility for a period of 30 or more consecutive days or for which you are not under the regular care of a doctor.

If your professional or occupational license or your certification is suspended, revoked or surrendered, loss of your license or certification, by itself, does not mean you are disabled.

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS (continued)

VOLUNTARY PLANS

WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

We will cover your disability if it is caused by, contributed to by, or results from a pre-existing condition and your disability begins after you have been insured for 12 consecutive months after the effective date of your coverage. If you do not meet this time period requirement, your disability is excluded from coverage under this plan.

Pre-existing condition is a sickness or injury:

- **for which you received treatment;**

OR

- **where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

within the 3 months prior to your effective date of coverage.

Treatment includes:

- **consulting with a doctor**
- **receiving care or services from a doctor or from other medical professionals a doctor recommends you see**
- **taking prescribed medicines**
- **being prescribed medicines**
- **you should have been taking prescribed medicines but chose not to**
- **receiving diagnostic measures.**

Plan A or Plan B
3/12 pre-x

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS (continued)

VOLUNTARY PLANS

WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION IF YOU INCREASE YOUR COVERAGE DURING A RE-ENROLLMENT PERIOD?

If you increase your coverage during a re-enrollment period we will cover the increased amount of coverage for your disability if your disability is caused by, contributed to by, or results from a pre-existing condition and your disability begins after you have been insured for 12 months after the effective date of the increase in your coverage. If you do not meet this time period requirement, then the increased amount of coverage for your disability is excluded from coverage under this plan.

Pre-existing condition is a sickness or injury:

- **for which you received treatment;**

OR

- **where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

within the 3 months prior to your effective date of coverage.

Treatment includes:

- **consulting with a doctor;**
- **receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **taking prescribed medicines;**
- **being prescribed medicines;**
- **you should have been taking prescribed medicines but chose not to;**
- **receiving diagnostic measures.**

Plan A or Plan B
3/12 pre-x

WHAT IF THE EMPLOYER CHANGES INSURANCE PLANS AND YOU ARE NOT IN ACTIVE EMPLOYMENT DUE TO AN INJURY OR SICKNESS ON THE EFFECTIVE DATE OF THIS PLAN?

Continuity of Coverage

We will cover you under this plan if you were insured by the prior group insurance plan, and the cost of your coverage under the prior group insurance plan was paid.

Our payments to you will be limited to the monthly amount the prior group insurance plan would have paid you had the plan stayed in effect. Our payments will be reduced by any amount the prior group insurance plan is responsible for paying.

> **Prior group insurance plan means the group long term disability plan in effect with the employer just before the effective date of this plan.**

WHAT IF YOU WERE INSURED BY THE PRIOR GROUP INSURANCE PLAN AND BECOME DISABLED UNDER THIS PLAN DUE TO A PRE-EXISTING CONDITION?

Continuity of Coverage

If you were insured by the prior group insurance plan just before you become eligible for coverage under this plan; you are in active employment; and you are insured under this plan, then you may be eligible for payments from us under this plan if your disability is due to a pre-existing condition.

In order to receive payments from us, you must meet the pre-existing condition exclusion of:

- this plan;

OR

- the prior group insurance plan had the plan stayed in effect.

We will consider the total amount of time you were continuously insured under both the prior group insurance plan and this plan to determine if you satisfy the pre-existing condition exclusion. If you cannot satisfy the pre-existing condition exclusion of either plan then we will not pay you a disability benefit.

We will determine our payments to you using the provisions of this plan, but your monthly payment will not be more than the maximum monthly payment of the prior group insurance plan. Your monthly payments will end on the earlier of the following dates:

- the end of the maximum payment duration under this plan;

OR

- the date benefits would have ended under the prior group insurance plan if the plan had stayed in effect.

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS (continued)

HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN 20% OF YOUR PRE-DISABILITY EARNINGS?

Our payment will be figured by using the following Steps 1 through 4:

Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.

Step 2: Compare this amount to the maximum monthly payment for this plan.

Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross monthly payment.

Step 4: Subtract from the gross monthly payment any other income amounts except any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity. This is the payment that you may receive.

HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN 20% AND 80% OF YOUR PRE-DISABILITY EARNINGS FOR THE FIRST 24 MONTHS OF DISABILITY BENEFITS AND BETWEEN 20% AND 60% OF YOUR PRE-DISABILITY EARNINGS THEREAFTER?

Our payment to you for 24 months will be figured by using the following Steps 1 through 4:

Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.

Step 2: Compare this amount to the maximum monthly payment for this plan.

Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross monthly payment.

Step 4: Subtract from the gross monthly payment:
- 100% of any other income amounts except any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity; then
-Subtract any income you earn or receive from any form of employment or income you could have earned by working to your maximum capacity only if the sum of the gross monthly payment plus this income exceeds 100% of your indexed pre-disability earnings. The monthly benefit will then be reduced by that excess amount. This is the payment that you may receive.

Our payment to you after 24 months will be figured by using the following formula:

(A divided by B) x C

A = Your indexed pre-disability earnings minus any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity while you are disabled.

B = Your indexed pre-disability earnings.

C = The benefit calculated in Step 4 above, under the "HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN 20% OF YOUR PRE-DISABILITY EARNINGS?" section.

limited 100% with indexing

"Indexed pre-disability earnings" means your basic monthly earnings in effect just prior to the date your disability began adjusted on the first anniversary of benefit payments and each following anniversary. Each adjustment will be based on the lesser of 10% or the current annual percentage increase in the Consumer Price Index. The Consumer Price Index means the CPI-W as published by the U.S. Department of Labor. We reserve the right to use some other similar measurement if the U.S. Department of Labor changes or stops publishing the CPI-W.

Your loss of earnings must be as a result of or due to the same sickness or injury for which you are disabled.

limited 100% with indexing

WHAT IF YOUR CURRENT INCOME FLUCTUATES?

If your current income fluctuates, we may average amounts over a three (3) consecutive month period of time.

IF YOU ARE DISABLED AND WORKING, EARNING MORE THAN 80% OF YOUR PRE-DISABILITY EARNINGS DURING THE FIRST 24 MONTHS OF LTD BENEFIT PAYMENTS AND MORE THAN 60% THEREAFTER, NO PAYMENT WILL BE MADE.

Maximum monthly payment means the maximum monthly amount for which you are insured under this plan.

Minimum monthly payment means the minimum monthly amount for which you are insured under this plan, except where necessary to recover an overpayment.

Gross monthly payment means the maximum payment amount before we subtract other income amounts.

Your pre-disability earnings, benefit percentage, and maximum monthly payment appear in the PLAN HIGHLIGHTS.

WHAT IF YOU ARE DISABLED FOR ONLY PART OF A MONTH?

Your monthly payment from us is pro-rated. This means that if you are disabled for only part of a month, you will receive a payment equal to 1/30th of a full monthly payment for each day of the month you are disabled.

WHAT ARE OTHER INCOME AMOUNTS?

These are amounts, other than payments you are receiving from us, that include:

1. any benefits and awards you receive or are eligible to receive under:
   a. Workers' Compensation Law;
   b. occupational disease law;
   c. any other similar act or law.

2. any disability income benefits you receive or are eligible to receive under:
   a. any compulsory benefit act or law;
   b. any other group insurance plan with the employer or with an association;
   c. any other group insurance plan with another employer which you become insured under after your disability under this plan begins;
   d. any governmental retirement system as a result of your job with the employer.

   Long term disability payments are primary under this policy, meaning our payments to you will be reduced by any short term disability payments under a policy with the employer.

3. any benefits under the United States Social Security Act, The Canada Pension Plan, The Quebec Pension Plan and includes any similar plan or act. Benefits include:
   a. disability benefits you, your spouse, or your children receive or are eligible to receive as a result of your disability;
   b. retirement benefits you receive, your spouse or your children receive as a result of your receipt of retirement benefits.

   If your disability begins after your 70th birthday, and you were receiving Social Security retirement benefits before your disability began, then we will not reduce our payments to you by these retirement benefits.

4. any benefits you receive from the employer's sick leave or formal salary continuation plan.

5. any income you earn or receive from any form of employment, including any income you could have earned while disabled by working to your maximum capacity, but you do not do so. We may require you to send us proof of your income. We will adjust our payment to you based on this information. As a part of the proof of income, we can require you to send us appropriate tax and financial records we believe we need to substantiate your income.

   Maximum capacity means, based on the limiting factors of your identified sickness or injury, the greatest extent of work you are able to do in an occupation from which you must be considered disabled in order to receive disability benefits.

6. any benefits from the employer's retirement plan you:
   a. receive as disability benefits;
   b. voluntarily choose to receive as retirement benefits;
   c. receive as retirement benefits once you reach the greater of age 62 or normal retirement age (as defined in the employer's retirement plan).

   Regardless of how the retirement funds from the plan are distributed, for the purposes of figuring our payment to you, we consider employee and employer contributions to be distributed at the same time throughout your lifetime.

   This plan does not reduce payments you receive from us for your contributions to the employer's retirement plan, or for amounts you rollover or transfer to an eligible retirement plan.

   Retirement plan is a defined contribution plan or defined benefit plan. These are plans that provide retirement benefits to employees and are not funded entirely by employee contributions.

   Disability benefits under a retirement plan are benefits that are paid due to disability and which do not reduce the retirement benefit that would have been paid if the disability had not occurred.

   Retirement benefits under a retirement plan are benefits that are paid based on the employer's contribution to the retirement plan. Disability benefits that reduce the retirement benefit under the plan will also be considered a retirement benefit.

   Eligible retirement plan is defined in §402 of the Internal Revenue Code of 1986 and includes future amendments to §402 affecting the definition.

7. any benefits for loss of time or lost wages you receive from the mandatory portion of a no-fault motor vehicle insurance plan, or automobile liability insurance policy.

8. any amounts you receive under any unemployment compensation law.

9. any amounts you receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.

If you receive any of the other income amounts in a lump sum payment, we will pro-rate the lump sum on a monthly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a monthly basis to the end of your maximum payment duration.

Other income amounts must be payable as a result of the same disability for which you are receiving a payment from us, except for retirement benefits and any income you earn or receive from any form of employment.

WHAT IF SUBTRACTING OTHER INCOME AMOUNTS RESULTS IN A ZERO PAYMENT TO YOU?

We will pay you a minimum monthly payment under this plan, subject to any overpayments.

DO WE HAVE THE RIGHT TO ESTIMATE OTHER INCOME AMOUNTS?

We have the right to estimate the amount of benefits you may be eligible to receive under Other Income Amounts, items 1, 2 and 3a. We can reduce our monthly payment to you by this estimated amount if you:

- have not been awarded such benefits but have not been denied such benefits;

OR

- have been denied such benefits and the denial is being appealed;

OR

- are reapplying for such benefits.

We will not reduce our payments to you by these estimated amounts if you:

- apply (or reapply) for benefits and appeal your denial through all of the administrative levels we believe are necessary;

AND

- sign our payment option form stating you promise to pay back to us any overpayment of benefits caused by an award.

If we reduce our payment to you by an estimated amount:

- then we will adjust our payments to you when you give us proof of the amount awarded;

OR

- we will give you a lump sum refund of the estimated amount if you were denied benefits and have completed all appeals (or reapplications) we believe are necessary.

WHAT ARE NOT OTHER INCOME AMOUNTS?

We will not subtract from our payments to you any amounts you receive from the following:

- 401(k) plans
- profit sharing plans
- thrift plans
- tax sheltered annuities
- stock ownership plans
- credit disability insurance
- non-qualified plans of deferred compensation
- pension plans for partners
- military pension and military disability income plans
- a retirement plan from another employer
- individual retirement accounts (IRA)
- informal salary continuation plan
- benefits from individual disability plans

WHAT HAPPENS IF YOU RECEIVE A COST OF LIVING INCREASE TO ANY OTHER INCOME AMOUNTS?

Other than for increases in any income you earn or receive from any form of employment, once we have subtracted an other income amount from your gross disability payment, we will not further reduce our payment to you due to a cost of living increase in any other income amount.

WHEN WILL YOU RECEIVE A LIMITED NUMBER OF PAYMENTS FROM US FOR A DISABILITY?

If your disability is caused or contributed to by mental illness or substance abuse, we will pay you a monthly payment for a maximum of 24 months in your lifetime. We will not pay you a monthly payment beyond the maximum payment duration.

Mental illness means disability caused or contributed to by psychiatric or psychological conditions, regardless of cause, and includes:

- **schizophrenia;**
- **depression;**
- **manic depressive or bipolar illness;**
- **anxiety;**
- **personality disorders;**
- **adjustment disorders;**
- **other conditions usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar methods of treatment.**

Substance abuse means a pattern of pathological use of alcohol or other addictive drugs unless prescribed by a doctor and used by you as prescribed.

This limitation does not apply to dementia, if due to:

- stroke;
- trauma;
- viral infection;
- Alzheimer's disease;
- other such conditions not listed above which are not usually treated by a mental health provider using psychotherapy; psychotropic drugs or other similar methods of treatment.

WHEN WILL OUR PAYMENTS TO YOU STOP?

We will stop payments on the earliest of the following dates:

- the date you are no longer disabled according to this plan;
- the date you reach the end of the maximum payment duration;

Maximum payment duration means the period of time during which we will send you a monthly payment. Your maximum payment duration is based on your age when you become disabled and appears in the PLAN HIGHLIGHTS.

- during the first 24 months of disability benefits, the date your current earnings exceed 80% of your pre-disability earnings; after the first 24 months of disability benefits, the date your current earnings exceed 60% of your pre-disability earnings. If your current earnings fluctuate, we may average your current earnings over a three (3) consecutive month period of time instead of stopping your payment on the date your current earnings reach the earnings limit;
- the date you die;
- the date you fail to provide proof of continuing disability;
- the date you refuse to participate in an approved rehabilitation program;
- the date you cease to be under the regular care of a doctor, or refuse to undergo, at our expense, an examination or testing by a doctor or vocational, rehabilitation, or health assessment testing when we require such examination or testing;
- the date you refuse to receive medical treatment, including taking prescribed medicines, that your doctor has recommended and that is generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect;
- the date you refuse to make a good faith effort to adhere to necessary wellness programs that your doctor has recommended and that are generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect. We will work with your treating doctor to determine the necessary wellness programs, if any, in accordance with generally accepted medical standards.

  We will give you 30 days prior written notice of our intent to apply this provision to terminate benefits. During those 30 days you will have an opportunity to begin or resume reasonable efforts to adhere to the medically necessary Wellness Programs. We will not terminate benefits if there is no reasonable basis for believing that you will be able to return to productive employment in your regular occupation or another gainful occupation on a full-time or part-time basis if you adhere to the recommended wellness programs.

  Wellness programs include, but are not limited to, appropriate programs for dietary and nutritional improvement, weight management, smoking cessation, abstention from the excessive or illegal use of alcohol or narcotics, regular participation in exercise activities, stress management, pain management, behavioral therapy, coaching, and the regular taking of prescribed medications.

limited reg occ
disability w/o ADL

WHEN WILL OUR PAYMENTS TO YOU STOP? - continued

- the date you refuse to try or attempt to work with the assistance of:
  1. modifications made to your work environment, functional job elements or work schedule; or
  2. adaptive equipment or devices,

  that a qualified doctor has indicated will accommodate the limiting factors of the sickness or injury for which you are claiming benefits under the policy and will enable you to perform the material and substantial duties of an occupation from which you must be considered disabled in order to receive disability benefits;
- if you are considered to reside outside the United States. You will be considered to reside outside the United States if you have been outside the United States for a total period of 6 months or more during any 12 consecutive months of disability benefits.

limited reg occ
disability w/o ADL

WHAT HAPPENS IF YOU HAVE A TEMPORARY RECOVERY BUT YOU BECOME DISABLED AGAIN DUE TO THE SAME INJURY OR SICKNESS AS A PRIOR DISABILITY?

If you return to work and are no longer disabled, and the same sickness or injury causes your disability to occur again within six months of the date the prior disability ended, we will resume our monthly payments to you if you were continuously insured under the plan for the period of your temporary recovery. You will not need to complete a new elimination period for this disability.

Your current period of disability will be subject to the same terms of the plan that applied to your prior period of disability.

If you become entitled to payments under any other group long term disability plan (including a plan with the employer that became effective after your disability began), you will not be eligible for payments under this plan.

A disability due to other causes will be treated as a new disability and will be subject to all of the provisions of this plan.

SUMMARY OF THE CLAIM INFORMATION SECTION 5

What will you find in this section?

- notifying us of a claim
- giving us proof of claim
- filing a claim
- information needed in the proof of claim
- when payments to you begin
- who we make payments to

SECTION 5: CLAIM INFORMATION

WHEN DO YOU NOTIFY US OF A CLAIM?

You need to notify us in writing of your claim within 30 days prior to the end of the elimination period. If you are not able to notify us within this time, then you need to notify us as soon as reasonably possible. Notice includes a notice you give, or which is given on your behalf, to us, or to an authorized agent of ours.

WHEN DO YOU NEED TO GIVE US PROOF OF YOUR CLAIM?

Early proof of claim will allow us to make a timely claim decision. You need to send to us written proof of your claim within the first 90 days after the elimination period ends. If you are unable to give us proof of your claim within this time, then you must give us proof of your claim within the next 12 months. If you do not have the legal capacity to make responsible decisions concerning yourself, then you may give us proof of your claim after this period.

You must notify us immediately when you return to work in any capacity.

HOW DO YOU FILE A CLAIM?

You can get a claim form from the employer, or you may ask us for a form. If you ask us for a claim form, but you do not receive the form from us within 15 days after asking for it, then you should send written proof of your claim to us without waiting for the form.

You and the employer must fill out your claim form. Once you and the employer have completed the claim form, give the claim form to the doctor providing you regular care for your sickness or injury causing disability. The doctor must fill out the physician section of the form. Send the completed form to us within the stated time frames.

WHAT AUTHORITY DO WE HAVE IN DETERMINING YOUR ELIGIBILITY FOR BENEFITS?

We have the discretionary authority to determine your eligibility for benefits and to construe the terms of the policy to make a benefits determination.

WHAT INFORMATION DO YOU NEED TO INCLUDE IN YOUR PROOF OF CLAIM?

Your proof of claim must include:
- that you are under the regular care of a doctor;
- the date your disability began;
- the cause of your disability as determined by objective medical tests and examinations acceptable to the medical community;
- the extent of your disability, including restrictions and limitations which prevent you from performing your regular occupation;
- the name and address of all hospital(s) or institution(s) where you received treatment, including all doctors who provided regular care;
- appropriate documentation of your earnings.

We may request that you send proof of continuing disability indicating that you are under the regular care of a doctor. We must receive this proof within 30 days of the date we ask for it. In some cases, we will require you to give us authorization to obtain additional medical and non-medical information as part of your proof of claim. We may temporarily suspend our payments to you if you do not cooperate, or do not submit the appropriate information.

WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?

Once we approve your claim, you will begin to receive payments after you complete the elimination period. We will send you a payment for any period for which we are liable. If the policy or a plan is canceled, the cancellation will not affect a payable claim.

WHO DO WE MAKE PAYMENTS TO?

We will make all payments to you.

WHAT HAPPENS IF WE OVERPAY YOUR CLAIM?

We have the right to recover overpayments due to:
- fraud;
- an error we make in processing your claim;
- your receipt of other income amounts.

If we determine that we overpaid your claim, then we require you repay us in full. We will determine the method by which you will repay us. We reserve the right to apply our future payments to you toward overpayments. We have the right to recover overpayments from your eligible survivors or estate. We will not recover more money from you than the amount we paid to you.

SUMMARY OF THE ADDITIONS TO YOUR LTD PLAN SECTION 6

What will you find in this section?

Other services and additional benefits are explained in this section and may be applicable to your plan.

SECTION 6: ADDITIONS TO YOUR LTD PLAN

VOCATIONAL REHABILITATION

If you are disabled and receiving a payment from us, you may be required to participate in vocational rehabilitation services. These services may include vocational testing and training, job modifications, job placement, or other services we find reasonably needed to assist you in returning to active employment either full-time or part-time.

We will determine the extent to which these services may be provided. We will pay for these services with the service provider(s), unless we agree to other arrangements.

Our decision to offer these services will be based on:

- your education, training and experience
- your transferable skills
- your physical and mental abilities
- your motivation to return to active employment
- the labor force demand for workers in the proposed occupation in your demographic area
- our expected liability for your long term disability claim.

To qualify for these services, you must:

- have a disability which prevents you from performing some or all of the material and substantial duties of your regular occupation
- lack the skills, training, or experience you would need to perform another gainful occupation
- possess the physical and mental abilities you need to complete a rehabilitation program
- be reasonably expected to return to active employment with the assistance of these services.

A vocational rehabilitation program proposal may be made by either us, your doctor or yourself. We will prepare a written program with the input of you, your doctor, your current employer and/or your prospective employer. Once your doctor and we approve a program, you will be provided services according to the written program.

SECTION 6: ADDITIONS TO YOUR LTD PLAN

VOCATIONAL REHABILITATION (continued)

The written program will describe:

- the goals of the program
- what our responsibilities are
- what your responsibilities are
- what responsibilities are of any third party(ies) associated with this program
- the expected dates of the services
- the expected costs of the services
- the expected duration of the program

We reserve the right to make the final decision concerning your eligibility to take part in this program, and the amount of any services you will be provided.
If your doctor approves the rehabilitation program we have designed for you, and you do not complete your responsibilities under the program, then we may discontinue our payments to you under this plan unless there is good cause.

Good cause means documented physical or mental impairments, which leave you unable to take part in or complete the agreed upon program. It can also mean that you are involved in:

- **medical treatment which prevents or interferes with your taking part in or completing the program**
- **some other vocational rehabilitation program which conflicts with your taking part in or completing the program we developed, and is reasonably expected to return you to active employment.**

SECTION 6: ADDITIONS TO YOUR LTD PLAN

SOCIAL SECURITY ASSISTANCE

HOW CAN WE ASSIST YOU WITH OBTAINING SOCIAL SECURITY DISABILITY BENEFITS?

If you are receiving a payment from us, we can provide advice to you regarding your claim and assist you with your application for Social Security disability benefits or an appeal.

If you receive Social Security benefits this may enable you to receive Medicare after 24 months of disability payments, protect your retirement benefits, and your family may be eligible for Social Security benefits.

We can assist you in obtaining Social Security disability benefits by:

- helping you find appropriate legal representation or other assistance;

AND

- obtaining medical and vocational evidence;

AND

- reimbursing pre-approved case management expenses.

SECTION 6: ADDITIONS TO YOUR LTD PLAN

LUMP SUM SURVIVOR BENEFIT

WHAT BENEFITS MAY BE PAYABLE TO YOUR SURVIVOR IF YOU DIE?

If we receive proof of your death:
- after you have been disabled for at least 180 consecutive days

AND
- while you were receiving a monthly payment from us

we will pay a one-time lump sum benefit to your eligible survivor. This benefit will be equal to 3 times your last gross monthly benefit payment. We will first apply this benefit to any overpayment which may exist on your claim.

> **Gross monthly benefit means the benefit amount before any reductions for other income benefits and earnings.**

WHO ARE YOUR ELIGIBLE SURVIVORS?

Your spouse, if living, otherwise your children who are under age 25. If you do not have any eligible survivors, payment will be made to your estate. If there is no estate, then no payment will be made.

Payments becoming due to your children will be made to:
- the children

OR
- a person we name to receive payments on behalf of your children.

This payment will be valid and effective against all claims by others representing or claiming to represent your children.

3 mon

SECTION 6: ADDITIONS TO YOUR LTD PLAN

PERSONAL CARE ASSISTANCE BENEFIT

A monthly Personal Care Assistance Benefit may be payable to you after the end of the maximum payment duration.

You will qualify for Personal Care Assistance Benefits if you meet each of the following requirements:

1. You received LTD benefits throughout the maximum payment duration;
2. You are continuously disabled on and after the last day of the maximum payment duration; and
3. We determine that you have a sickness or injury for which personal care assistance is required.

It is not necessary for you to actually receive personal care assistance to qualify for Personal Care Assistance Benefits.

If you qualify for a Personal Care Assistance Benefit, the amount of the monthly Personal Care Assistance Benefit we pay will be equal to the amount of your net monthly payment, up to a maximum of $3,000 per month.

Personal Care Assistance Benefits end on the earliest of the following dates:

1. The date you cease to be considered continuously in need of personal care assistance.
2. The date on which you have received Personal Care Assistance Benefit payments for 60 months.

The provisions of your Coverage under the Group Policy that apply to the payment of LTD benefits apply also to the payment of Personal Care Assistance Benefits.

Personal Care Assistance - You will be considered in need of personal care assistance if:

1. **a. You have a cognitive impairment; OR**
   b. You have a terminal illness; OR
   c. You require active, hands-on help from another person to perform two or more activities of daily living; AND
2. **You are unable to engage in any substantial gainful activity for which you may be qualified by education, training, or experience.**

Activities of daily living (ADL) means:

- **bathing - the ability to wash oneself in either a tub or shower, or by sponge bath; including the tasks of getting into and out of the tub or shower with or without the assistance of equipment;**
- **dressing - the ability to put on, take off, and secure all necessary and appropriate items of clothing and any necessary braces or artificial limbs;**
- **toileting - the ability to get to and from the toilet, get on and off the toilet, and perform associated personal hygiene with or without the assistance of equipment;**
- **transferring - the ability to move in and out of a bed, chair or wheelchair with or without the assistance of equipment;**
- **mobility - the ability to walk or wheel on a level surface from one room to another with or without the assistance of equipment;**
- **eating - the ability to get nourishment into the body by any means once it has been prepared and made available to one with or without the assistance of equipment;**

Cognitive impairment means you have a deterioration or loss in intellectual capacity, resulting from injury, sickness, Alzheimer's disease or similar forms of irreversible dementia and you need another person's active help or verbal guidance for your own protection or for the protection of others. The deterioration or loss will be based on clinical evidence and/or clinical tests, according to generally accepted medical standards, that reliably measure your impairment.

Terminal illness means a diagnosed illness that, according to generally accepted medical standards, is expected to result in death within six months.

AMENDMENT NO. 4
Voluntary Short Term Disability Income Insurance

This amendment forms a part of the Group Policy No. 01 016850 00 and the certificate of coverage.

Policyholder: Williamson County

It is agreed that the following change is hereby made to the above-referenced Group Policy and Certificate:

Class 1:
Effective January 1, 2024:

The following is amended:
Waiting Period

The following page is affected by this change and is therefore replaced:
GDC-4500 12/05 (EE-1SV-2 Rev 3/99)

The effective date of this change is January 1, 2024, but will not be effective prior to an insured employee's effective date of coverage. This change only applies to disabilities which start on or after this effective date. All other terms and provisions of the policy will apply other than as stated in this amendment.

Dated at Bellevue, WA, this 12th day of December, 2023.

Symetra Life Insurance Company

Margaret Meister,
President

Accepted by:

_____

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

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SYMETRA®

RETIREMENT | BENEFITS | LIFE

Williamson County

01 016850 00

Employee Benefits

Insurance Certificate

VOLUNTARY SHORT TERM DISABILITY
INCOME INSURANCE

CLASS 1

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



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

Symetra Life Insurance Company is known as Symetra in this certificate.

"You" and "your" refer to the insured employee in this certificate.

This certificate summarizes the major parts of the policy under which you are insured. Your insurance is subject to all the terms of the policy. This certificate replaces all others previously issued.

Signed for Symetra as of the policy effective date.

Jacqueline M. Veneziani — **Jacqueline M. Veneziani, Secretary**

Margaret Meister — **Margaret Meister, President**

READ THIS CERTIFICATE CAREFULLY

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

GROUP SHORT TERM DISABILITY INSURANCE

CERTIFICATE OF COVERAGE

Policyholder:	Williamson County
Policy Number:	01 016850 00
Policy Effective Date:	January 1, 2016

Symetra Life Insurance Company (referred to as "the Company", "we", "us", or "our") welcomes you as a client.

This is your certificate of coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

Your certificate of coverage is written in plain English. There are a few terms and provisions written as required by insurance law. If you have any questions about any of the terms and provisions, please consult our claims paying office. We will assist you in understanding your benefits.

If the terms and provisions of the certificate of coverage (issued to you) differ from the policy (issued to the Policyholder), the policy will govern. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the policy.

The policy is delivered in and is governed by the laws of Texas and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the policy, we have discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the policy.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:00 midnight and end at 12:01 a.m. at the policyholder's address.

Amendment #4, Effective January 1, 2024

TABLE OF CONTENTS

Your certificate is divided into the following sections:

SECTION 1 - HIGHLIGHTS OF YOUR PLAN

SECTION 2 - GENERAL INFORMATION

SECTION 3 - ELIGIBILITY FOR COVERAGE

SECTION 4 - BENEFIT SPECIFICS
- disability defined
- details on calculating benefit payments
- exclusions and limitations that may apply

SECTION 5 - CLAIM INFORMATION

For your ease in finding information in your certificate, we:

- Start each section with a summary of the contents and the terms we define in the section.
- Shade all of the defined terms within a section.

SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY STD PLAN

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate, they have the following meaning, unless we advise you otherwise.

Eligible Class 1 = All full-time employees.

You must be working at least 30 hours per week.

Benefit Percentage = 60%

Maximum Payment Amount = $1,500*

* We may reduce the amount we pay you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan.

Minimum Payment Amount = $50

We may apply all payments to you toward overpayments.

Elimination period = If disability is due to an injury: The later of 7 days or the date your salary continuation ends, the date your accumulated vacation time ends or the date accumulated sick leave ends.

If disability is due to a sickness: The later of 7 days or the date your salary continuation ends, the date your accumulated vacation time ends or the date accumulated sick leave ends.

SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY STD PLAN (continued)

Pre-disability earnings means your gross weekly rate of earnings from the employer in effect just prior to the date disability begins. It includes overtime pay, but not commissions, bonuses or other extra compensation.

If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer in effect just before the date your absence begins.

Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.

Maximum Payment Duration = 13 weeks

Waiting Period:

If you are actively at work for the employer on the Policy Effective Date or start working for the employer after the Policy Effective date but prior to April 1, 2023: The first of the month following 60 days of continuous employment.

If you start working for or become benefit eligible with the employer on or after April 1, 2023: The first of the month following 30 days of continuous employment.

Cost of Coverage:

You pay the cost of your coverage.

Waiver of Premium: The cost of your coverage will be suspended for any period of time after the first of the month following the date you are disabled under this plan. If you return to active employment with the employer, and want your coverage to continue, the cost of your coverage must begin to be paid again.

SUMMARY OF THE GENERAL INFORMATION SECTION 2

What will you find in this section?

- information we have access to
- how we use statements made in applying for coverage
- insurance fraud
- time limits for legal proceedings

What terms do we define in this section?

- you
- we
- us
- our
- employee
- employer
- insured
- plan

SECTION 2: GENERAL INFORMATION

WHAT IS THE CERTIFICATE OF COVERAGE?

This certificate of coverage is a written statement prepared by us and may include attachments. It tells you:

- the coverage to which you may be entitled
- to whom we make payments

AND

- the limitations, exclusions and requirements applying to a plan.

You means an employee who is eligible for the coverage of this plan.

We, us and our means the Insurance Company named on the first page of your Certificate of Coverage.

Employee means a person who is a citizen or permanent resident of the United States in active employment with the employer unless we advise you otherwise. This plan excludes temporary and seasonal workers from coverage.

Employer means individual, company or corporation where you are in active employment, and includes any division, subsidiary or affiliated company named in the policy.

Insured means a person covered under this plan.

Plan means a line of coverage under the policy.

SECTION 2: GENERAL INFORMATION
(continued)

TO WHAT INFORMATION DO WE HAVE ACCESS?

The employer will give us information about you including:
- if you are eligible for coverage
- if your amount of coverage changes, including salary change information
- if your coverage terminates
- other information we may reasonably require.

The employer's records that we believe have a bearing on coverage under this plan are open for our inspection at any reasonable time.

Clerical error or omission will not:
- prevent you from receiving coverage
- affect the amount of your coverage

OR
- effect or continue your coverage if it should not be in effect or continue in effect.

HOW CAN WE USE STATEMENTS YOU OR THE EMPLOYER MADE IN APPLYING FOR COVERAGE?

We consider any statements you or the employer made in a signed application for coverage a representation and not a warranty. If any of the statements you or the employer made are not complete and/or not true at the time they were made, we can:
- reduce or deny any claim

OR
- cancel your coverage back to the date your coverage became effective.

We will use only statements made in a signed application as a basis for doing this. You, your beneficiary, or your personal representative will receive a copy of the signed application.

HOW WILL WE HANDLE INSURANCE FRAUD?

We promise to focus on all means necessary to support fraud detection, investigation, and prosecution. It is a crime if you or the employer knowingly, and with intent to injure, defraud or deceive us, file a claim containing any false, incomplete or misleading information. These actions, as well as submission of false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

WHAT IF FACTS ABOUT YOU ARE NOT ACCURATE?

If relevant facts about you were not accurate, then we will use accurate information to decide if your coverage should be in effect and what your amount of coverage should be. If the cost of your coverage is affected, we will make a fair adjustment in the cost.

DOES THE EMPLOYER ACT AS YOUR AGENT?

For all purposes of the policy, the employer acts on its own behalf or as your agent. The employer is not our agent.

WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?

You can start legal action regarding your claim 60 days after the date you sent us proof of claim. You have up to three years after the date you sent us proof of claim to start legal action, unless otherwise provided by law.

DOES THIS PLAN REPLACE OR AFFECT ANY REQUIREMENT FOR WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?

The plan does not replace or affect requirements for coverage by Workers' Compensation Insurance or state disability insurance.

SUMMARY OF THE ELIGIBILITY FOR COVERAGE SECTION 3

VOLUNTARY PLANS

What will you find in this section?

- eligibility for coverage
- waiting period
- when coverage becomes effective
- changing coverage under this plan
- what happens to coverage during a layoff, leave of absence or a family or medical leave of absence
- when coverage under this plan ends

What terms do we define in this section?

- waiting period
- active employment
- work site
- initial enrollment period
- layoff
- leave of absence
- evidence of insurability
- family or medical leave of absence

SECTION 3: ELIGIBILITY FOR COVERAGE

VOLUNTARY PLANS

WHEN ARE YOU ELIGIBLE FOR COVERAGE?

If you are in an eligible class you may apply for coverage under this plan on the later of:
- the date the plan is effective;

OR
- the date you complete the waiting period.

WHAT IS YOUR WAITING PERIOD?

Your waiting period appears in the PLAN HIGHLIGHTS.

Waiting period is the number of days you must be in active employment in an eligible class before you may apply for coverage.

If you have been continuously employed by the employer but were not in an eligible class, we will apply any prior period of work with the employer toward the waiting period.

Active employment means you are:
- **working for the employer at your work site for earnings the employer pays on a regular basis;**

AND
- **performing the material and substantial duties of your regular occupation.**

Active employment includes normal non-work days such as vacation, weekends and holidays.

Your work site must be:
- **the employer's usual place of business;**
- **an alternative location if directed by the employer;**

OR
- **a location to which your occupation requires you to travel.**

SECTION 3: ELIGIBILITY FOR COVERAGE
(continued)

VOLUNTARY PLANS

WHEN MAY YOU ENROLL OR CHANGE YOUR COVERAGE UNDER THIS PLAN?

You may enroll or change your coverage only during an enrollment period as follows:

1. During the initial enrollment period:

If you are eligible for coverage on the plan effective date	THEN	you may apply for a coverage option for the first enrollment period.
If you become eligible for coverage after the plan effective date	THEN	you may apply for a coverage option for the enrollment period in which you are first eligible.

If you do not enroll for coverage within 31 days of an enrollment period, then you will be eligible to enroll for coverage only as a late enrollee. You will need to submit evidence of insurability satisfactory to us at your own expense.

VOLUNTARY PLANS

WHAT IF YOU ARE REHIRED BY THE EMPLOYER WITHIN THE SAME PLAN YEAR DURING WHICH YOUR EMPLOYMENT TERMINATED?

If you are rehired by the employer within the same plan year that your employment terminated, then:

- you will be insured for the same plan and class of coverage that was in effect for you on the date your employment terminated;

AND

- you may not change the plan or class of coverage during the rest of the plan year.

Re-enrollment period means a period of time as set by your employer and us during which you may apply, in writing, for coverage under this plan, or change your coverage under this plan if you are currently enrolled.

Enrollment period means the initial enrollment period and any re-enrollment period.

Initial enrollment period means one of the following periods during which you may first apply in writing for coverage under this plan:

- **if you are eligible for coverage on the plan effective date, a period before the plan effective date as set by your employer and us;**
- **if you become eligible for coverage after the plan effective date, the period ending 31 days after the date you are first eligible to apply for coverage.**

SECTION 3: ELIGIBILITY FOR COVERAGE
(continued)

VOLUNTARY PLANS

WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?

Your coverage will be effective on the later of:

1. the first day of the pay period for which contributions for your coverage are deducted;
OR
2. the day determined as follows:

For coverage applied for during the initial enrollment period and before your eligibility date	THEN	your coverage is effective on your eligibility date
For coverage applied for during the initial enrollment period and within the first 31 days after the date you are first eligible to apply	THEN	your coverage is effective on the date you apply
For coverage applied for more than 31 days after the date you are first eligible to apply	THEN	your selected coverage will be effective on the first day following the date we approve your application.
For an increase in coverage applied for within 30 days of the effective date of a change in salary, and for decreases in coverage	THEN	the first day of the pay period for which contributions for your coverage are deducted

SECTION 3: ELIGIBILITY FOR COVERAGE (continued)

VOLUNTARY PLANS

WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?

If you are not in active employment as a result of your injury or a sickness then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

WILL YOUR COVERAGE CONTINUE IF YOU ARE ON A LAYOFF OR LEAVE OF ABSENCE?

Your employer may continue your coverage if you are on a layoff or on an approved leave of absence. Your coverage may continue through the end of the month following the month in which your layoff or leave of absence begins. The cost of your coverage must be paid during the layoff or leave of absence period.

> **Layoff or leave of absence means the employer has agreed in writing and in advance to a temporary absence from active employment for a specified period of time. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.**

WHEN IS EVIDENCE OF INSURABILITY REQUIRED?

You will need to provide evidence of insurability to us with your application. You must apply for coverage in writing through the employer and use an application form that is satisfactory to us.

> **Evidence of insurability means a statement of your medical history which we will use to assess if you will be approved for coverage.**

SECTION 3: ELIGIBILITY FOR COVERAGE (continued)

VOLUNTARY PLANS

WHAT HAPPENS TO YOUR COVERAGE IF YOU ARE ON A FAMILY OR MEDICAL LEAVE OF ABSENCE?

If you are on a family or medical leave of absence, your coverage will be governed by the employer's Human Resource policy on family and medical leaves of absence.

We will continue your coverage if the following conditions are met:
- premiums for the cost of your continued coverage are paid;

AND
- your leave is approved in advance and in writing by the employer.

Your coverage will continue for up to the greater of:
- the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments;

OR
- the leave period required by applicable state law.

While you are on an approved family and medical leave of absence we will use earnings from your regular occupation you were performing just prior to the date your leave of absence started to determine our payments to you.

If your coverage does not continue during a family or medical leave of absence, then when you return to active employment:
- you will not have to meet a new waiting period, including a waiting period for coverage of a pre-existing condition;

AND
- you will not have to give us evidence of insurability to reinstate the coverage you had in effect before your leave began.

Family and medical leave of absence means a leave of absence for the birth, adoption or foster care of a child, or for the care of you, your child, spouse or parent who has a serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 and any amendments, or by applicable state law.

SECTION 3: ELIGIBILITY FOR COVERAGE (continued)

VOLUNTARY PLANS

WHEN DOES YOUR COVERAGE UNDER THIS PLAN END?

Your coverage under this plan will end on the earliest of the following:

- the date the policy or plan terminates;
- the date you are no longer in an eligible class;
- the date your class is no longer eligible for coverage;
- the last day for which premium for your coverage has been paid;
- the date you cease active employment due to a labor dispute, which includes but is not limited to strike, work slowdown, or lockout;
- the date you cease active employment with the employer, unless you are disabled or on an approved layoff or leave of absence.

We will provide coverage for a payable disability claim that occurs while you are covered under the policy or plan.

Strike Continuation provision:

You may continue your coverage for not more than six months while you are not in active employment because of a general work stoppage (including a strike or lockout) resulting from a labor dispute between the employer and your collective bargaining unit, subject to the following rules:

1. The premiums for your coverage during the work stoppage will equal 120% of the premium rate in effect under the policy on the date the work stoppage began. We have the right to change the premium rates during the work stoppage in accordance with the terms of the policy.
2. You must pay the entire premium for your coverage (including the employer's share) to your collective bargaining unit as each premium comes due during the work stoppage.
3. Your coverage during a work stoppage will end on the earliest of the following dates:
   a. On any premium due date, if you fail to make the required premium payment to your collective bargaining unit on or before that date.
   b. On the date six months after you last were in active employment.
   c. On the date you begin full time employment with another employer.
   d. At our option, on any premium due date, if less than 75% of the employees eligible to continue their coverage make the required premium payment to your collective bargaining unit.

SUMMARY OF THE SHORT TERM DISABILITY BENEFIT SPECIFICS SECTION 4

What will you find in this section?

- what disability means
- when weekly payments start
- requirements of care from a doctor
- when will we not cover a disability
- our payment if you are disabled
- what are (are not) other income amounts
- cost of living increases to any other income amounts
- when weekly payments stop
- temporary recovery
- payment limitations
- what happens if the employer changes insurance plans

What terms do we define in this section?

- disability
- material and substantial duties
- regular occupation
- reasonable employment option
- sickness
- injury
- elimination period
- regular care
- doctor
- maximum weekly payment
- gross weekly payment
- minimum weekly payment
- maximum payment duration
- pre-existing condition
- treatment
- prior group insurance plan

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

WHAT DOES DISABILITY MEAN?

Disabled/Disability means our determination that your sickness or injury:

- during the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation and a reasonable employment option offered to you by the employer and, as a result, you are not working at all, or you are working and the income you are able to earn is less than or equal to 20% of your pre-disability earnings,
- following the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation and a reasonable employment option offered to you by the employer and, as a result, the income you are able to earn is less than or equal to 80% of your pre-disability earnings.

Material and substantial duties are the duties that:

- are normally required for the performance of the occupation;

AND

- cannot be reasonably omitted or changed.

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Regular occupation means the occupation, as it is performed nationally, that you are routinely performing when your disability begins. Your regular occupation does not mean the job you are performing for a specific employer or at a specific location.

Reasonable employment option means an employment position with the employer for which you are able to perform the material and substantial duties given your education, training and experience. If you have been working in a reasonable employment option for 6 months or more, the reasonable employment option will then be considered your regular occupation.

Sickness means an illness or disease. It also includes an injury which occurs before you are insured. It does not include risk of sickness. This plan does not cover an occupational sickness.

Injury means a bodily injury that occurs while you are insured and is the direct result of an accident and not related to any other cause. It does not include risk of injury. This plan does not cover an occupational injury.

Occupational sickness or occupational injury means a sickness or injury caused by or aggravated by any employment for pay or profit.

Related Rules:

You will not be considered disabled from work in an occupation because of a reduction in your earnings resulting from a change in economic conditions or other factors that are not directly related to your sickness or injury. Examples of factors that we will not consider in determining whether you are disabled include, but are not limited to, recession, job obsolescence, job restructuring or elimination, pay cuts, and job sharing.

You will not be considered disabled from work in an occupation solely because of:
1. Your employer's work schedule that is inconsistent with the normal work schedule of your regular occupation;
2. Your relationship with your employer or other employees of the employer; or
3. The physical relationship of your employer's workplace that is inconsistent with the normal physical environment of your regular occupation.

You will not be considered disabled from work in an occupation solely because of the loss, suspension, restriction, surrender, or failure to maintain a required state or federal license to engage in the occupation.

You will not be considered disabled from work in an occupation solely because of your inability to work more than 40 hours per week in the occupation, even if you were regularly required to work more than 40 hours per week prior to becoming disabled.

Your disability must begin while you are covered under the policy.

non-occ

DOES YOUR DISABILITY NEED TO CONTINUE FOR A PERIOD OF TIME BEFORE OUR PAYMENTS TO YOU BEGIN?

Your disability must continue through the elimination period before we begin making payments to you.

Elimination period is a period of continuous days of disability. The elimination period begins on the first day of your disability.

DO YOU NEED TO BE UNDER THE CARE OF A DOCTOR?

We require you to be under the regular care of a doctor for the sickness or injury causing your disability in order to be eligible to receive payments from us.

Regular care means:

- **you personally visit a doctor as often as is medically required to effectively manage and treat your disabling condition(s), according to generally accepted medical standards;**

AND

- **you are receiving appropriate treatment and care, according to generally accepted medical standards. Treatment and care for the sickness or injury causing your disability must be given by a doctor whose specialty or experience is appropriate.**

Doctor means a person:

- **regularly performing tasks that are within the limits of the person's medical license;**

AND

- **who is licensed to practice medicine and prescribe and administer drugs or to perform surgery;**
- **with a doctoral degree in Psychology (Ph.D. or Psy.D.) and whose primary practice is treating patients; OR**
- **who is a legally qualified medical practitioner according to the laws and regulations of the jurisdiction in which regular care is being given.**

We will not recognize you, your spouse, children, parents, or siblings as a doctor for a claim you submit.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS
(continued)

MAY WE REQUIRE YOU TO BE EXAMINED OR INTERVIEWED BY INDIVIDUALS OTHER THAN THE DOCTOR PROVIDING REGULAR CARE?

We may require you to be examined by doctor(s), other medical practitioner(s) or vocational expert(s) of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so. In addition, we may require an interview with you by an authorized representative of ours.

WHEN WILL WE NOT COVER A DISABILITY?

We will not cover a disability if it is due to:

- war, declared or not, or any act of war;
- intentionally self-inflicted injuries or illness, while sane or insane;
- your active participation in a riot;
- your attempt to commit or your commission of a felony under federal or state law, or your being engaged in an illegal occupation;
- an injury arising out of, or in the course of, any work for wage or profit;
- a sickness for which you are entitled to benefits under any Workers' Compensation Act, Occupational disease law, Compulsory Benefit Act or law or similar law, unless you are a partner or sole proprietor not covered by any of these acts or laws;
- your service in the armed forces, military reserves or National Guard of any country or International authority, or in a civilian unit serving with such forces;
- cosmetic or reconstructive surgery, except for complications arising from any such surgery or for surgery necessary to correct a deformity caused by accidental injury or sickness;
- an accident resulting from or caused by your operation of a motor vehicle while intoxicated according to the laws of the jurisdiction where the accident occurred; or
- an accident resulting from or caused by your being under the influence of drugs or any controlled substance, unless taken as prescribed by your doctor.

No benefits are payable for any period of disability during which you are incarcerated in a penal or correctional facility for a period of 30 or more consecutive days or for which you are not under the regular care of a doctor.

If your professional or occupational license or your certification is suspended, revoked or surrendered, loss of your license or certification, by itself, does not mean you are disabled.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

HOW MUCH WILL OUR WEEKLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN 20% OF YOUR PRE-DISABILITY EARNINGS?

Our payment will be figured by using the following Steps 1 through 4:

Step 1: Multiply your weekly pre-disability earnings by the benefit percentage.
Step 2: Compare this amount to the maximum weekly payment for this plan.
Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross weekly payment.
Step 4: Subtract from the gross weekly payment any other income amounts, except any income you earn or receive from any form of employment or income you could have earned from working to maximum capacity. This is the payment that you may receive.

HOW MUCH WILL OUR WEEKLY PAYMENT BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN 20% AND 80% OF YOUR PRE-DISABILITY EARNINGS?

Our payment will be figured by using the following Steps 1 through 4:

Step 1: Multiply your weekly pre-disability earnings by the benefit percentage.
Step 2: From 100% of your weekly pre-disability earnings subtract any other income amounts, including any income you earn or receive from any form of employment or income you could have earned from working to maximum capacity.
Step 3: Compare the results from Steps 1 and 2 with the maximum weekly payment for this plan.
Step 4: The payment you may receive is the lesser of the amounts from Step 3.

Your loss of earnings must be as a result of or due to the same sickness or injury for which you are disabled.

IF YOU ARE DISABLED AND WORKING, EARNING MORE THAN 80% OF YOUR PRE-DISABILITY EARNINGS, THEN NO PAYMENT WILL BE MADE.

WHAT IF YOUR CURRENT INCOME FLUCTUATES?

If your current income fluctuates, we may average amounts over a four (4) consecutive week period of time.

Maximum weekly payment means the maximum weekly amount for which you are insured under this plan.

Minimum weekly payment means the minimum weekly amount for which you are insured under this plan, except where necessary to recover an overpayment.

Gross weekly payment means the weekly payment amount before we subtract other income amounts.

Your pre-disability earnings, benefit percentage, and maximum weekly payment appear in the PLAN HIGHLIGHTS.

WHAT IF YOU ARE DISABLED FOR ONLY PART OF A WEEK?

Your weekly payment from us is pro-rated. This means that if you are disabled for only part of a week, you will receive a payment equal to 1/7th of a full weekly payment for each day of the week you are disabled.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

WHAT ARE OTHER INCOME AMOUNTS?

These are amounts, other than payments you are receiving from us, that include:

1. any benefits and awards you receive or are eligible to receive under:
   a. Workers' Compensation Law
   b. occupational disease law
   c. any other similar act or law

2. any disability income benefits you receive or are eligible to receive under:
   a. any compulsory benefit act or law
   b. any other group insurance plan with the employer or with an association
   c. any other group insurance plan with another employer which you become insured under while you are disabled under this plan
   d. any governmental retirement system as a result of your job with the employer

3. any benefits you receive from the employer's sick leave or formal salary continuation plan.

4. any benefits for loss of time or lost wages you receive from the mandatory portion of a no-fault motor vehicle insurance plan, or automobile liability insurance policy.

5. any amounts you receive under any unemployment compensation law.

6. any amounts you receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

If you receive any of the other income amounts in a lump sum payment, we will pro-rate the lump sum on a weekly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a weekly basis to the end of your maximum payment duration.

Other income amounts must be payable as a result of the same disability for which you are receiving a payment from us, except for retirement benefits and any income you earn or receive from any form of employment.

WHAT IF SUBTRACTING OTHER INCOME AMOUNTS RESULTS IN A ZERO PAYMENT TO YOU?

We will pay you a minimum weekly payment under this plan, subject to any overpayments.

DO WE HAVE THE RIGHT TO ESTIMATE OTHER INCOME AMOUNTS?

We have the right to estimate the amount of benefits you may be eligible to receive under Other Income Amounts, items 1, 2 and 3a. We can reduce our payments to you by this estimated amount if:

- you have not been awarded such benefits but have not been denied such benefits;

OR

- you have been denied such benefits and the denial is being appealed;

OR

- you are reapplying for such benefits.

We will not reduce our payments to you by these estimated amounts if:

- you apply (or reapply) for benefits and appeal your denial through all of the administrative levels we believe are necessary;

AND

- you sign our payment option form stating you promise to pay back to us any overpayment of benefits caused by an award.

If we reduce our payments to you by an estimated amount:

- then we will adjust our payments to you when you give us proof of the amount awarded;

OR

- we will give you a lump sum refund of the estimated amount if you were denied benefits and have completed all appeals (or reapplications) we believe are necessary.

WHAT ARE NOT OTHER INCOME AMOUNTS?

We will not subtract from our payments to you any amounts you receive from the following:

- 401(k) plans
- profit sharing plans
- thrift plans
- tax sheltered annuities
- stock ownership plans
- credit disability insurance
- non-qualified plans of deferred compensation
- pension plans for partners
- military pension and military disability income plans
- a retirement plan from another employer
- individual retirement accounts (IRA)
- informal salary continuation plan
- benefits from individual disability plans

WHAT HAPPENS IF YOU RECEIVE A COST OF LIVING INCREASE TO ANY OF THE OTHER INCOME AMOUNTS?

Other than for increases in income you earn or receive from any form of employment, once we have subtracted an other income amount from your gross disability payment, we will not further reduce our payments to you due to a cost of living increase in any other income amount.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

WHEN WILL OUR PAYMENTS TO YOU STOP?

We will stop payments on the earliest of the following dates:

- the date you are no longer disabled according to this plan;
- the date you reach the end of the maximum payment duration;

> **Maximum payment duration means the period of time during which we will send you a weekly payment. Your maximum payment duration appears in the PLAN HIGHLIGHTS.**

- the date your current income exceeds 80% of your pre-disability earnings. If your current income fluctuates, we may average amounts over a four (4) consecutive week period of time instead of stopping our payments on the date your current income reaches 80% of your pre-disability earnings;
- the date you die;
- the date you fail to provide proof of continuing disability;
- the date you refuse to participate in an approved rehabilitation program;
- the date you cease to be under the regular care of a doctor, or refuse to undergo, at our expense, an examination or testing by a doctor or vocational, rehabilitation, or health assessment testing when we require such examination or testing;
- the date you refuse to receive medical treatment, including taking prescribed medicines, that your doctor has recommended and that is generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect;
- the date you refuse to make a good faith effort to adhere to necessary wellness programs that your doctor has recommended and that are generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect. We will work with your treating doctor to determine the necessary wellness programs, if any, in accordance with generally accepted medical standards.

  We will give you 30 days prior written notice of our intent to apply this provision to terminate benefits. During those 30 days you will have an opportunity to begin or resume reasonable efforts to adhere to the medically necessary Wellness Programs. We will not terminate benefits if there is no reasonable basis for believing that you will be able to return to productive employment in your regular occupation or another gainful occupation on a full-time or part-time basis if you adhere to the recommended wellness programs.

  > **Wellness programs include, but are not limited to, appropriate programs for dietary and nutritional improvement, weight management, smoking cessation, abstention from the excessive or illegal use of alcohol or narcotics, regular participation in exercise activities, stress management, pain management, behavioral therapy, coaching, and the regular taking of prescribed medications.**

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

WHEN WILL OUR PAYMENTS TO YOU STOP? - continued

- The date you refuse to try or attempt to work with the assistance of:
  1. modifications made to your work environment, functional job elements or work schedule; or
  2. adaptive equipment or devices,

  that a qualified doctor has indicated will accommodate the limiting factors of the sickness or injury for which you are claiming benefits under the policy and will enable you to perform the material and substantial duties of an occupation from which you must be considered disabled in order to receive disability benefits;
- If you are considered to reside outside the United States. You will be considered to reside outside the United States if you have been outside the United States for a total period of 6 months or more during any 12 consecutive months of disability benefits.

WHAT HAPPENS IF YOU HAVE A TEMPORARY RECOVERY BUT YOU BECOME DISABLED AGAIN DUE TO THE SAME INJURY OR SICKNESS AS A PRIOR DISABILITY?

If you return to work, earning more than 80% of your pre-disability earnings, and:

1. the same sickness or injury causes your disability to occur again within 14 consecutive days of the date the prior disability ended

OR

2. you become disabled again within 1 full day of the date the prior disability ended from a sickness or injury unrelated to the sickness or injury that caused your prior disability,

then we will resume our payments to you if you were continuously insured under the plan for the period of your temporary recovery. You will not need to complete a new elimination period for this disability.

Your current period of disability will be subject to the same terms of the plan that applied to your prior period of disability.

If you become entitled to payments under any other group short term disability plan (including a plan with the employer that became effective after your disability began), you will not be eligible for payments under this plan.

A disability due to other causes will be treated as a new disability and will be subject to all of the provisions of this plan.

If you do not satisfy item 1 or 2 above, your disability will be treated as a new disability and will be subject to all of the provisions of this plan.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

VOLUNTARY PLANS

WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

We will cover your disability if it is caused by, contributed to by, or results from a pre-existing condition and your disability begins after you have been insured for 12 months after the effective date of your coverage.

If you do not meet this time period requirement, your disability is excluded from coverage under this plan.

Pre-existing condition is a sickness or injury for which you received treatment within the 3 months prior to your effective date of coverage.

Treatment includes:

- **consulting with a doctor;**
- **receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **taking prescribed medicines;**
- **being prescribed medicines;**
- **you should have been taking prescribed medicines but chose not to;**
- **receiving diagnostic measures.**

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SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

VOLUNTARY PLANS

WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION IF YOU INCREASE YOUR COVERAGE DURING A RE-ENROLLMENT PERIOD?

If you increase your coverage during a re-enrollment we will cover the increased amount of coverage for your disability if your disability is caused by, contributed to by, or results from a pre-existing condition and your disability begins after you have been insured for 12 months after the effective date of the increase in your coverage. If you do not meet this time period requirement, then the increased amount of coverage for your disability is excluded from coverage under this plan.

Pre-existing condition is a sickness or injury for which you received treatment within the 3 months prior to your effective date of your increase in coverage.

Treatment includes:

- **consulting with a doctor;**
- **receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **taking prescribed medicines;**
- **being prescribed medicines;**
- **you should have been taking prescribed medicines but chose not to;**
- **receiving diagnostic measures.**

SUMMARY OF THE CLAIM INFORMATION SECTION 5

What will you find in this section?

- notifying us of a claim
- giving us proof of claim
- filing a claim
- information needed in the proof of claim
- when payments to you begin
- who we make payments to

SECTION 5: CLAIM INFORMATION

WHEN DO YOU NOTIFY US OF A CLAIM?

You need to notify us in writing of your claim within 30 days after the date your disability begins. If you are not able to notify us within this time, then you need to notify us as soon as reasonably possible. Notice includes a notice you give, or which is given on your behalf, to us, or to an authorized agent of ours.

WHEN DO YOU NEED TO GIVE US PROOF OF YOUR CLAIM?

Early proof of claim will allow us to make a timely claim decision. You need to send to us written proof of your claim within the first 90 days after the elimination period ends. If you are unable to give us proof of your claim within this time, then you must give us proof of your claim within the next 12 months. If you do not have the legal capacity to make responsible decisions concerning yourself, then you may give us proof of your claim after this period.

You must notify us immediately when you return to work in any capacity.

HOW DO YOU FILE A CLAIM?

You can get a claim form from the employer, or you may ask us for a form. If you ask us for a claim form, but you do not receive the form from us within 15 days after asking for it, then you should send written proof of your claim to us without waiting for the form.

You and the employer must fill out your claim form. Once you and the employer have completed the claim form, give the claim form to the doctor providing you regular care for your sickness or injury causing disability. The doctor must fill out the physician section of the form. Send the completed form to us within the stated time frames.

WHAT AUTHORITY DO WE HAVE IN DETERMINING YOUR ELIGIBILITY FOR BENEFITS?

We have the discretionary authority to determine your eligibility for benefits and to construe the terms of the policy to make a benefits determination.

SECTION 5: CLAIM INFORMATION
(continued)

WHAT INFORMATION DO YOU NEED TO INCLUDE IN YOUR PROOF OF CLAIM?

Your proof of claim must include:
- that you are under the regular care of a doctor;
- the date your disability began;
- the cause of your disability as determined by objective medical tests and examinations acceptable to the medical community;
- the extent of your disability, including restrictions and limitations which prevent you from performing your regular occupation;
- the name and address of all hospital(s) or institution(s) where you received treatment, including all doctors who provided regular care;
- appropriate documentation of your earnings.

We may request that you send proof of continuing disability indicating that you are under the regular care of a doctor. We must receive this proof within 30 days of the date we ask for it. In some cases, we will require you to give us authorization to obtain additional medical and non-medical information as part of your proof of claim. We may temporarily suspend our payments to you if you do not cooperate, or do not submit the appropriate information.

WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?

Once we approve your claim, you will begin to receive payments after you complete the elimination period. We will send you a payment for any period for which we are liable. If the policy or a plan is canceled, the cancellation will not affect a payable claim.

WHO DO WE MAKE PAYMENTS TO?

We will make all payments to you.

WHAT HAPPENS IF WE OVERPAY YOUR CLAIM?

We have the right to recover overpayments due to:
- fraud;
- an error we make in processing your claim;
- your receipt of other income amounts.

If we determine that we overpaid your claim, then we require you repay us in full. We will determine the method by which you will repay us. We reserve the right to apply our future payments to you toward overpayments. We have the right to recover overpayments from your eligible survivors or estate. We will not recover more money from you than the amount we paid to you.



Symetra Life Insurance Company
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Important information regarding your Certificate of Insurance:

This Certificate evidencing your insurance coverage is made available to you by your group insurance policyholder.

Symetra Life Insurance Company is only responsible for the accuracy of the Certificate which Symetra provides to the policyholder. The policyholder is **solely** responsible for the accuracy of the information contained herein.

From time to time your Certificate may be modified by Symetra, and an updated electronic Certificate will be made available to you by the policyholder. You are advised to periodically review your Certificate to ensure that you have the most current version.

You have the right to request a paper copy of your current Certificate at any time. If you wish to receive a paper copy of your Certificate you may obtain one by contacting the policyholder.

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

AMENDMENT NO. 4
Voluntary Short Term Disability Income Insurance

This amendment forms a part of the Group Policy No. 01 016850 00 and the certificate of coverage.

Policyholder: Williamson County

It is agreed that the following change is hereby made to the above-referenced Group Policy and Certificate:

Class 1:
Effective January 1, 2024:

The following is amended:
Waiting Period

The following page is affected by this change and is therefore replaced:
GDC-4500 12/05 (EE-1SV-2 Rev 3/99)

The effective date of this change is January 1, 2023, but will not be effective prior to an insured employee's effective date of coverage. This change only applies to disabilities which start on or after this effective date. All other terms and provisions of the policy will apply other than as stated in this amendment.

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SYMETRA®

RETIREMENT | BENEFITS | LIFE

Williamson County

01 016850 00

Employee Benefits

Insurance Certificate

VOLUNTARY SHORT TERM DISABILITY
INCOME INSURANCE

CLASS 1

GDC-4500 12/05

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SYMETRA
RETIREMENT | BENEFITS | LIFE

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

Symetra Life Insurance Company is known as Symetra in this certificate.

"You" and "your" refer to the insured employee in this certificate.

This certificate summarizes the major parts of the policy under which you are insured. Your insurance is subject to all the terms of the policy. This certificate replaces all others previously issued.

Signed for Symetra as of the policy effective date.

Jacqueline M. Veneziani

Jacqueline M. Veneziani,
Secretary

Margaret Meister

Margaret Meister,
President

READ THIS CERTIFICATE CAREFULLY

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

GROUP SHORT TERM DISABILITY INSURANCE

CERTIFICATE OF COVERAGE

Policyholder:	Williamson County
Policy Number:	01 016850 00
Policy Effective Date:	January 1, 2016

Symetra Life Insurance Company (referred to as "the Company", "we", "us", or "our") welcomes you as a client.

This is your certificate of coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

Your certificate of coverage is written in plain English. There are a few terms and provisions written as required by insurance law. If you have any questions about any of the terms and provisions, please consult our claims paying office. We will assist you in understanding your benefits.

If the terms and provisions of the certificate of coverage (issued to you) differ from the policy (issued to the Policyholder), the policy will govern. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the policy.

The policy is delivered in and is governed by the laws of Texas and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the policy, we have discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the policy.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:00 midnight and end at 12:01 a.m. at the policyholder's address.

Amendment #4, Effective January 1, 2024

TABLE OF CONTENTS

Your certificate is divided into the following sections:

SECTION 1 - HIGHLIGHTS OF YOUR PLAN

SECTION 2 - GENERAL INFORMATION

SECTION 3 - ELIGIBILITY FOR COVERAGE

SECTION 4 - BENEFIT SPECIFICS
- disability defined
- details on calculating benefit payments
- exclusions and limitations that may apply

SECTION 5 - CLAIM INFORMATION

For your ease in finding information in your certificate, we:

- Start each section with a summary of the contents and the terms we define in the section.
- Shade all of the defined terms within a section.

SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY STD PLAN

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate, they have the following meaning, unless we advise you otherwise.

Eligible Class 1 = All full-time employees.

You must be working at least 30 hours per week.

Benefit Percentage = 60%

Maximum Payment Amount = $1,500*

* We may reduce the amount we pay you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan.

Minimum Payment Amount = $50

We may apply all payments to you toward overpayments.

Elimination period = If disability is due to an injury: The later of 7 days or the date your salary continuation ends, the date your accumulated vacation time ends or the date accumulated sick leave ends.

If disability is due to a sickness: The later of 7 days or the date your salary continuation ends, the date your accumulated vacation time ends or the date accumulated sick leave ends.

SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY STD PLAN (continued)

Pre-disability earnings means your gross weekly rate of earnings from the employer in effect just prior to the date disability begins. It includes overtime pay, but not commissions, bonuses or other extra compensation.

If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer in effect just before the date your absence begins.

Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.

Maximum Payment Duration = 13 weeks

Waiting Period:

If you are actively at work for the employer on the Policy Effective Date or start working for the employer after the Policy Effective date but prior to April 1, 2023: The first of the month following 60 days of continuous employment.

If you start working for or become benefit eligible with the employer on or after April 1, 2023: The first of the month following 30 days of continuous employment.

Cost of Coverage:

You pay the cost of your coverage.

Waiver of Premium: The cost of your coverage will be suspended for any period of time after the first of the month following the date you are disabled under this plan. If you return to active employment with the employer, and want your coverage to continue, the cost of your coverage must begin to be paid again.

SUMMARY OF THE GENERAL INFORMATION SECTION 2

What will you find in this section?

- information we have access to
- how we use statements made in applying for coverage
- insurance fraud
- time limits for legal proceedings

What terms do we define in this section?

- you
- we
- us
- our
- employee
- employer
- insured
- plan

SECTION 2: GENERAL INFORMATION

WHAT IS THE CERTIFICATE OF COVERAGE?

This certificate of coverage is a written statement prepared by us and may include attachments. It tells you:

- the coverage to which you may be entitled
- to whom we make payments

AND

- the limitations, exclusions and requirements applying to a plan.

You means an employee who is eligible for the coverage of this plan.

We, us and our means the Insurance Company named on the first page of your Certificate of Coverage.

Employee means a person who is a citizen or permanent resident of the United States in active employment with the employer unless we advise you otherwise. This plan excludes temporary and seasonal workers from coverage.

Employer means individual, company or corporation where you are in active employment, and includes any division, subsidiary or affiliated company named in the policy.

Insured means a person covered under this plan.

Plan means a line of coverage under the policy.

TO WHAT INFORMATION DO WE HAVE ACCESS?

The employer will give us information about you including:
- if you are eligible for coverage
- if your amount of coverage changes, including salary change information
- if your coverage terminates
- other information we may reasonably require.

The employer's records that we believe have a bearing on coverage under this plan are open for our inspection at any reasonable time.

Clerical error or omission will not:
- prevent you from receiving coverage
- affect the amount of your coverage

OR
- effect or continue your coverage if it should not be in effect or continue in effect.

HOW CAN WE USE STATEMENTS YOU OR THE EMPLOYER MADE IN APPLYING FOR COVERAGE?

We consider any statements you or the employer made in a signed application for coverage a representation and not a warranty. If any of the statements you or the employer made are not complete and/or not true at the time they were made, we can:
- reduce or deny any claim

OR
- cancel your coverage back to the date your coverage became effective.

We will use only statements made in a signed application as a basis for doing this. You, your beneficiary, or your personal representative will receive a copy of the signed application.

HOW WILL WE HANDLE INSURANCE FRAUD?

We promise to focus on all means necessary to support fraud detection, investigation, and prosecution. It is a crime if you or the employer knowingly, and with intent to injure, defraud or deceive us, file a claim containing any false, incomplete or misleading information. These actions, as well as submission of false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

WHAT IF FACTS ABOUT YOU ARE NOT ACCURATE?

If relevant facts about you were not accurate, then we will use accurate information to decide if your coverage should be in effect and what your amount of coverage should be. If the cost of your coverage is affected, we will make a fair adjustment in the cost.

DOES THE EMPLOYER ACT AS YOUR AGENT?

For all purposes of the policy, the employer acts on its own behalf or as your agent. The employer is not our agent.

WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?

You can start legal action regarding your claim 60 days after the date you sent us proof of claim. You have up to three years after the date you sent us proof of claim to start legal action, unless otherwise provided by law.

DOES THIS PLAN REPLACE OR AFFECT ANY REQUIREMENT FOR WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?

The plan does not replace or affect requirements for coverage by Workers' Compensation Insurance or state disability insurance.

SUMMARY OF THE ELIGIBILITY FOR COVERAGE SECTION 3

VOLUNTARY PLANS

What will you find in this section?

- eligibility for coverage
- waiting period
- when coverage becomes effective
- changing coverage under this plan
- what happens to coverage during a layoff, leave of absence or a family or medical leave of absence
- when coverage under this plan ends

What terms do we define in this section?

- waiting period
- active employment
- work site
- initial enrollment period
- layoff
- leave of absence
- evidence of insurability
- family or medical leave of absence

SECTION 3: ELIGIBILITY FOR COVERAGE

VOLUNTARY PLANS

WHEN ARE YOU ELIGIBLE FOR COVERAGE?

If you are in an eligible class you may apply for coverage under this plan on the later of:
- the date the plan is effective;

OR
- the date you complete the waiting period.

WHAT IS YOUR WAITING PERIOD?

Your waiting period appears in the PLAN HIGHLIGHTS.

Waiting period is the number of days you must be in active employment in an eligible class before you may apply for coverage.

If you have been continuously employed by the employer but were not in an eligible class, we will apply any prior period of work with the employer toward the waiting period.

Active employment means you are:
- **working for the employer at your work site for earnings the employer pays on a regular basis;**

AND
- **performing the material and substantial duties of your regular occupation.**

Active employment includes normal non-work days such as vacation, weekends and holidays.

Your work site must be:
- **the employer's usual place of business;**
- **an alternative location if directed by the employer;**

OR
- **a location to which your occupation requires you to travel.**

SECTION 3: ELIGIBILITY FOR COVERAGE
(continued)

VOLUNTARY PLANS

WHEN MAY YOU ENROLL OR CHANGE YOUR COVERAGE UNDER THIS PLAN?

You may enroll or change your coverage only during an enrollment period as follows:

1. During the initial enrollment period:

If you are eligible for coverage on the plan effective date	THEN	you may apply for a coverage option for the first enrollment period.
If you become eligible for coverage after the plan effective date	THEN	you may apply for a coverage option for the enrollment period in which you are first eligible.

If you do not enroll for coverage within 31 days of an enrollment period, then you will be eligible to enroll for coverage only as a late enrollee. You will need to submit evidence of insurability satisfactory to us at your own expense.

WHAT IF YOU ARE REHIRED BY THE EMPLOYER WITHIN THE SAME PLAN YEAR DURING WHICH YOUR EMPLOYMENT TERMINATED?

If you are rehired by the employer within the same plan year that your employment terminated, then:

- you will be insured for the same plan and class of coverage that was in effect for you on the date your employment terminated;

AND

- you may not change the plan or class of coverage during the rest of the plan year.

Re-enrollment period means a period of time as set by your employer and us during which you may apply, in writing, for coverage under this plan, or change your coverage under this plan if you are currently enrolled.

Enrollment period means the initial enrollment period and any re-enrollment period.

Initial enrollment period means one of the following periods during which you may first apply in writing for coverage under this plan:

- **if you are eligible for coverage on the plan effective date, a period before the plan effective date as set by your employer and us;**
- **if you become eligible for coverage after the plan effective date, the period ending 31 days after the date you are first eligible to apply for coverage.**

SECTION 3: ELIGIBILITY FOR COVERAGE (continued)

VOLUNTARY PLANS

WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?

Your coverage will be effective on the later of:

1. the first day of the pay period for which contributions for your coverage are deducted; OR
2. the day determined as follows:

For coverage applied for during the initial enrollment period and before your eligibility date	THEN	your coverage is effective on your eligibility date
For coverage applied for during the initial enrollment period and within the first 31 days after the date you are first eligible to apply	THEN	your coverage is effective on the date you apply
For coverage applied for more than 31 days after the date you are first eligible to apply	THEN	your selected coverage will be effective on the first day following the date we approve your application.
For an increase in coverage applied for within 30 days of the effective date of a change in salary, and for decreases in coverage	THEN	the first day of the pay period for which contributions for your coverage are deducted

WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?

If you are not in active employment as a result of your injury or a sickness then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

WILL YOUR COVERAGE CONTINUE IF YOU ARE ON A LAYOFF OR LEAVE OF ABSENCE?

Your employer may continue your coverage if you are on a layoff or on an approved leave of absence. Your coverage may continue through the end of the month following the month in which your layoff or leave of absence begins. The cost of your coverage must be paid during the layoff or leave of absence period.

> **Layoff or leave of absence means the employer has agreed in writing and in advance to a temporary absence from active employment for a specified period of time. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.**

WHEN IS EVIDENCE OF INSURABILITY REQUIRED?

You will need to provide evidence of insurability to us with your application. You must apply for coverage in writing through the employer and use an application form that is satisfactory to us.

> **Evidence of insurability means a statement of your medical history which we will use to assess if you will be approved for coverage.**

WHAT HAPPENS TO YOUR COVERAGE IF YOU ARE ON A FAMILY OR MEDICAL LEAVE OF ABSENCE?

If you are on a family or medical leave of absence, your coverage will be governed by the employer's Human Resource policy on family and medical leaves of absence.

We will continue your coverage if the following conditions are met:
- premiums for the cost of your continued coverage are paid;

AND
- your leave is approved in advance and in writing by the employer.

Your coverage will continue for up to the greater of:
- the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments;

OR
- the leave period required by applicable state law.

While you are on an approved family and medical leave of absence we will use earnings from your regular occupation you were performing just prior to the date your leave of absence started to determine our payments to you.

If your coverage does not continue during a family or medical leave of absence, then when you return to active employment:
- you will not have to meet a new waiting period, including a waiting period for coverage of a pre-existing condition;

AND
- you will not have to give us evidence of insurability to reinstate the coverage you had in effect before your leave began.

> **Family and medical leave of absence means a leave of absence for the birth, adoption or foster care of a child, or for the care of you, your child, spouse or parent who has a serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 and any amendments, or by applicable state law.**

SECTION 3: ELIGIBILITY FOR COVERAGE (continued)

VOLUNTARY PLANS

WHEN DOES YOUR COVERAGE UNDER THIS PLAN END?

Your coverage under this plan will end on the earliest of the following:

- the date the policy or plan terminates;
- the date you are no longer in an eligible class;
- the date your class is no longer eligible for coverage;
- the last day for which premium for your coverage has been paid;
- the date you cease active employment due to a labor dispute, which includes but is not limited to strike, work slowdown, or lockout;
- the date you cease active employment with the employer, unless you are disabled or on an approved layoff or leave of absence.

We will provide coverage for a payable disability claim that occurs while you are covered under the policy or plan.

Strike Continuation provision:

You may continue your coverage for not more than six months while you are not in active employment because of a general work stoppage (including a strike or lockout) resulting from a labor dispute between the employer and your collective bargaining unit, subject to the following rules:

1. The premiums for your coverage during the work stoppage will equal 120% of the premium rate in effect under the policy on the date the work stoppage began. We have the right to change the premium rates during the work stoppage in accordance with the terms of the policy.
2. You must pay the entire premium for your coverage (including the employer's share) to your collective bargaining unit as each premium comes due during the work stoppage.
3. Your coverage during a work stoppage will end on the earliest of the following dates:
    a. On any premium due date, if you fail to make the required premium payment to your collective bargaining unit on or before that date.
    b. On the date six months after you last were in active employment.
    c. On the date you begin full time employment with another employer.
    d. At our option, on any premium due date, if less than 75% of the employees eligible to continue their coverage make the required premium payment to your collective bargaining unit.

SUMMARY OF THE SHORT TERM DISABILITY BENEFIT SPECIFICS SECTION 4

What will you find in this section?

- what disability means
- when weekly payments start
- requirements of care from a doctor
- when will we not cover a disability
- our payment if you are disabled
- what are (are not) other income amounts
- cost of living increases to any other income amounts
- when weekly payments stop
- temporary recovery
- payment limitations
- what happens if the employer changes insurance plans

What terms do we define in this section?

- disability
- material and substantial duties
- regular occupation
- reasonable employment option
- sickness
- injury
- elimination period
- regular care
- doctor
- maximum weekly payment
- gross weekly payment
- minimum weekly payment
- maximum payment duration
- pre-existing condition
- treatment
- prior group insurance plan

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

WHAT DOES DISABILITY MEAN?

Disabled/Disability means our determination that your sickness or injury:

- **during the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation and a reasonable employment option offered to you by the employer and, as a result, you are not working at all, or you are working and the income you are able to earn is less than or equal to 20% of your pre-disability earnings,**
- **following the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation and a reasonable employment option offered to you by the employer and, as a result, the income you are able to earn is less than or equal to 80% of your pre-disability earnings.**

Material and substantial duties are the duties that:

- **are normally required for the performance of the occupation;**

AND

- **cannot be reasonably omitted or changed.**

extended reg occ
w/ partial

Regular occupation means the occupation, as it is performed nationally, that you are routinely performing when your disability begins. Your regular occupation does not mean the job you are performing for a specific employer or at a specific location.

Reasonable employment option means an employment position with the employer for which you are able to perform the material and substantial duties given your education, training and experience. If you have been working in a reasonable employment option for 6 months or more, the reasonable employment option will then be considered your regular occupation.

Sickness means an illness or disease. It also includes an injury which occurs before you are insured. It does not include risk of sickness. This plan does not cover an occupational sickness.

Injury means a bodily injury that occurs while you are insured and is the direct result of an accident and not related to any other cause. It does not include risk of injury. This plan does not cover an occupational injury.

Occupational sickness or occupational injury means a sickness or injury caused by or aggravated by any employment for pay or profit.

Related Rules:

You will not be considered disabled from work in an occupation because of a reduction in your earnings resulting from a change in economic conditions or other factors that are not directly related to your sickness or injury. Examples of factors that we will not consider in determining whether you are disabled include, but are not limited to, recession, job obsolescence, job restructuring or elimination, pay cuts, and job sharing.

You will not be considered disabled from work in an occupation solely because of:
1. Your employer's work schedule that is inconsistent with the normal work schedule of your regular occupation;
2. Your relationship with your employer or other employees of the employer; or
3. The physical relationship of your employer's workplace that is inconsistent with the normal physical environment of your regular occupation.

You will not be considered disabled from work in an occupation solely because of the loss, suspension, restriction, surrender, or failure to maintain a required state or federal license to engage in the occupation.

You will not be considered disabled from work in an occupation solely because of your inability to work more than 40 hours per week in the occupation, even if you were regularly required to work more than 40 hours per week prior to becoming disabled.

Your disability must begin while you are covered under the policy.

non-occ

DOES YOUR DISABILITY NEED TO CONTINUE FOR A PERIOD OF TIME BEFORE OUR PAYMENTS TO YOU BEGIN?

Your disability must continue through the elimination period before we begin making payments to you.

Elimination period is a period of continuous days of disability. The elimination period begins on the first day of your disability.

DO YOU NEED TO BE UNDER THE CARE OF A DOCTOR?

We require you to be under the regular care of a doctor for the sickness or injury causing your disability in order to be eligible to receive payments from us.

Regular care means:

- **you personally visit a doctor as often as is medically required to effectively manage and treat your disabling condition(s), according to generally accepted medical standards;**

AND

- **you are receiving appropriate treatment and care, according to generally accepted medical standards. Treatment and care for the sickness or injury causing your disability must be given by a doctor whose specialty or experience is appropriate.**

Doctor means a person:

- **regularly performing tasks that are within the limits of the person's medical license;**

AND

- **who is licensed to practice medicine and prescribe and administer drugs or to perform surgery;**
- **with a doctoral degree in Psychology (Ph.D. or Psy.D.) and whose primary practice is treating patients; OR**
- **who is a legally qualified medical practitioner according to the laws and regulations of the jurisdiction in which regular care is being given.**

We will not recognize you, your spouse, children, parents, or siblings as a doctor for a claim you submit.

MAY WE REQUIRE YOU TO BE EXAMINED OR INTERVIEWED BY INDIVIDUALS OTHER THAN THE DOCTOR PROVIDING REGULAR CARE?

We may require you to be examined by doctor(s), other medical practitioner(s) or vocational expert(s) of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so. In addition, we may require an interview with you by an authorized representative of ours.

WHEN WILL WE NOT COVER A DISABILITY?

We will not cover a disability if it is due to:

- war, declared or not, or any act of war;
- intentionally self-inflicted injuries or illness, while sane or insane;
- your active participation in a riot;
- your attempt to commit or your commission of a felony under federal or state law, or your being engaged in an illegal occupation;
- an injury arising out of, or in the course of, any work for wage or profit;
- a sickness for which you are entitled to benefits under any Workers' Compensation Act, Occupational disease law, Compulsory Benefit Act or law or similar law, unless you are a partner or sole proprietor not covered by any of these acts or laws;
- your service in the armed forces, military reserves or National Guard of any country or International authority, or in a civilian unit serving with such forces;
- cosmetic or reconstructive surgery, except for complications arising from any such surgery or for surgery necessary to correct a deformity caused by accidental injury or sickness;
- an accident resulting from or caused by your operation of a motor vehicle while intoxicated according to the laws of the jurisdiction where the accident occurred; or
- an accident resulting from or caused by your being under the influence of drugs or any controlled substance, unless taken as prescribed by your doctor.

No benefits are payable for any period of disability during which you are incarcerated in a penal or correctional facility for a period of 30 or more consecutive days or for which you are not under the regular care of a doctor.

If your professional or occupational license or your certification is suspended, revoked or surrendered, loss of your license or certification, by itself, does not mean you are disabled.

non-occ

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

HOW MUCH WILL OUR WEEKLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN 20% OF YOUR PRE-DISABILITY EARNINGS?

Our payment will be figured by using the following Steps 1 through 4:

Step 1: Multiply your weekly pre-disability earnings by the benefit percentage.
Step 2: Compare this amount to the maximum weekly payment for this plan.
Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross weekly payment.
Step 4: Subtract from the gross weekly payment any other income amounts, except any income you earn or receive from any form of employment or income you could have earned from working to maximum capacity. This is the payment that you may receive.

HOW MUCH WILL OUR WEEKLY PAYMENT BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN 20% AND 80% OF YOUR PRE-DISABILITY EARNINGS?

Our payment will be figured by using the following Steps 1 through 4:

Step 1: Multiply your weekly pre-disability earnings by the benefit percentage.
Step 2: From 100% of your weekly pre-disability earnings subtract any other income amounts, including any income you earn or receive from any form of employment or income you could have earned from working to maximum capacity.
Step 3: Compare the results from Steps 1 and 2 with the maximum weekly payment for this plan.
Step 4: The payment you may receive is the lesser of the amounts from Step 3.

Your loss of earnings must be as a result of or due to the same sickness or injury for which you are disabled.

IF YOU ARE DISABLED AND WORKING, EARNING MORE THAN 80% OF YOUR PRE-DISABILITY EARNINGS, THEN NO PAYMENT WILL BE MADE.

WHAT IF YOUR CURRENT INCOME FLUCTUATES?

If your current income fluctuates, we may average amounts over a four (4) consecutive week period of time.

Maximum weekly payment means the maximum weekly amount for which you are insured under this plan.

Minimum weekly payment means the minimum weekly amount for which you are insured under this plan, except where necessary to recover an overpayment.

Gross weekly payment means the weekly payment amount before we subtract other income amounts.

Your pre-disability earnings, benefit percentage, and maximum weekly payment appear in the PLAN HIGHLIGHTS.

WHAT IF YOU ARE DISABLED FOR ONLY PART OF A WEEK?

Your weekly payment from us is pro-rated. This means that if you are disabled for only part of a week, you will receive a payment equal to 1/7th of a full weekly payment for each day of the week you are disabled.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

WHAT ARE OTHER INCOME AMOUNTS?

These are amounts, other than payments you are receiving from us, that include:

1. any benefits and awards you receive or are eligible to receive under:
   a. Workers' Compensation Law
   b. occupational disease law
   c. any other similar act or law

2. any disability income benefits you receive or are eligible to receive under:
   a. any compulsory benefit act or law
   b. any other group insurance plan with the employer or with an association
   c. any other group insurance plan with another employer which you become insured under while you are disabled under this plan
   d. any governmental retirement system as a result of your job with the employer

3. any benefits you receive from the employer's sick leave or formal salary continuation plan.

4. any benefits for loss of time or lost wages you receive from the mandatory portion of a no-fault motor vehicle insurance plan, or automobile liability insurance policy.

5. any amounts you receive under any unemployment compensation law.

6. any amounts you receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.

If you receive any of the other income amounts in a lump sum payment, we will pro-rate the lump sum on a weekly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a weekly basis to the end of your maximum payment duration.

Other income amounts must be payable as a result of the same disability for which you are receiving a payment from us, except for retirement benefits and any income you earn or receive from any form of employment.

WHAT IF SUBTRACTING OTHER INCOME AMOUNTS RESULTS IN A ZERO PAYMENT TO YOU?

We will pay you a minimum weekly payment under this plan, subject to any overpayments.

DO WE HAVE THE RIGHT TO ESTIMATE OTHER INCOME AMOUNTS?

We have the right to estimate the amount of benefits you may be eligible to receive under Other Income Amounts, items 1, 2 and 3a. We can reduce our payments to you by this estimated amount if:

- you have not been awarded such benefits but have not been denied such benefits;

OR

- you have been denied such benefits and the denial is being appealed;

OR

- you are reapplying for such benefits.

We will not reduce our payments to you by these estimated amounts if:

- you apply (or reapply) for benefits and appeal your denial through all of the administrative levels we believe are necessary;

AND

- you sign our payment option form stating you promise to pay back to us any overpayment of benefits caused by an award.

If we reduce our payments to you by an estimated amount:

- then we will adjust our payments to you when you give us proof of the amount awarded;

OR

- we will give you a lump sum refund of the estimated amount if you were denied benefits and have completed all appeals (or reapplications) we believe are necessary.

WHAT ARE NOT OTHER INCOME AMOUNTS?

We will not subtract from our payments to you any amounts you receive from the following:

- 401(k) plans
- profit sharing plans
- thrift plans
- tax sheltered annuities
- stock ownership plans
- credit disability insurance
- non-qualified plans of deferred compensation
- pension plans for partners
- military pension and military disability income plans
- a retirement plan from another employer
- individual retirement accounts (IRA)
- informal salary continuation plan
- benefits from individual disability plans

WHAT HAPPENS IF YOU RECEIVE A COST OF LIVING INCREASE TO ANY OF THE OTHER INCOME AMOUNTS?

Other than for increases in income you earn or receive from any form of employment, once we have subtracted an other income amount from your gross disability payment, we will not further reduce our payments to you due to a cost of living increase in any other income amount.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

WHEN WILL OUR PAYMENTS TO YOU STOP?

We will stop payments on the earliest of the following dates:

- the date you are no longer disabled according to this plan;
- the date you reach the end of the maximum payment duration;

> **Maximum payment duration means the period of time during which we will send you a weekly payment. Your maximum payment duration appears in the PLAN HIGHLIGHTS.**

- the date your current income exceeds 80% of your pre-disability earnings. If your current income fluctuates, we may average amounts over a four (4) consecutive week period of time instead of stopping our payments on the date your current income reaches 80% of your pre-disability earnings;
- the date you die;
- the date you fail to provide proof of continuing disability;
- the date you refuse to participate in an approved rehabilitation program;
- the date you cease to be under the regular care of a doctor, or refuse to undergo, at our expense, an examination or testing by a doctor or vocational, rehabilitation, or health assessment testing when we require such examination or testing;
- the date you refuse to receive medical treatment, including taking prescribed medicines, that your doctor has recommended and that is generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect;
- the date you refuse to make a good faith effort to adhere to necessary wellness programs that your doctor has recommended and that are generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect. We will work with your treating doctor to determine the necessary wellness programs, if any, in accordance with generally accepted medical standards.

  We will give you 30 days prior written notice of our intent to apply this provision to terminate benefits. During those 30 days you will have an opportunity to begin or resume reasonable efforts to adhere to the medically necessary Wellness Programs. We will not terminate benefits if there is no reasonable basis for believing that you will be able to return to productive employment in your regular occupation or another gainful occupation on a full-time or part-time basis if you adhere to the recommended wellness programs.

  > **Wellness programs include, but are not limited to, appropriate programs for dietary and nutritional improvement, weight management, smoking cessation, abstention from the excessive or illegal use of alcohol or narcotics, regular participation in exercise activities, stress management, pain management, behavioral therapy, coaching, and the regular taking of prescribed medications.**

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

WHEN WILL OUR PAYMENTS TO YOU STOP? - continued

- The date you refuse to try or attempt to work with the assistance of:
  1. modifications made to your work environment, functional job elements or work schedule; or
  2. adaptive equipment or devices,

  that a qualified doctor has indicated will accommodate the limiting factors of the sickness or injury for which you are claiming benefits under the policy and will enable you to perform the material and substantial duties of an occupation from which you must be considered disabled in order to receive disability benefits;
- If you are considered to reside outside the United States. You will be considered to reside outside the United States if you have been outside the United States for a total period of 6 months or more during any 12 consecutive months of disability benefits.

WHAT HAPPENS IF YOU HAVE A TEMPORARY RECOVERY BUT YOU BECOME DISABLED AGAIN DUE TO THE SAME INJURY OR SICKNESS AS A PRIOR DISABILITY?

If you return to work, earning more than 80% of your pre-disability earnings, and:

1. the same sickness or injury causes your disability to occur again within 14 consecutive days of the date the prior disability ended

OR

2. you become disabled again within 1 full day of the date the prior disability ended from a sickness or injury unrelated to the sickness or injury that caused your prior disability,

then we will resume our payments to you if you were continuously insured under the plan for the period of your temporary recovery. You will not need to complete a new elimination period for this disability.

Your current period of disability will be subject to the same terms of the plan that applied to your prior period of disability.

If you become entitled to payments under any other group short term disability plan (including a plan with the employer that became effective after your disability began), you will not be eligible for payments under this plan.

A disability due to other causes will be treated as a new disability and will be subject to all of the provisions of this plan.

If you do not satisfy item 1 or 2 above, your disability will be treated as a new disability and will be subject to all of the provisions of this plan.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS
(continued)

VOLUNTARY PLANS

WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

We will cover your disability if it is caused by, contributed to by, or results from a pre-existing condition and your disability begins after you have been insured for 12 months after the effective date of your coverage.

If you do not meet this time period requirement, your disability is excluded from coverage under this plan.

Pre-existing condition is a sickness or injury for which you received treatment within the 3 months prior to your effective date of coverage.

Treatment includes:
- **consulting with a doctor;**
- **receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **taking prescribed medicines;**
- **being prescribed medicines;**
- **you should have been taking prescribed medicines but chose not to;**
- **receiving diagnostic measures.**

3/12 pre-x

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

VOLUNTARY PLANS

WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION IF YOU INCREASE YOUR COVERAGE DURING A RE-ENROLLMENT PERIOD?

If you increase your coverage during a re-enrollment we will cover the increased amount of coverage for your disability if your disability is caused by, contributed to by, or results from a pre-existing condition and your disability begins after you have been insured for 12 months after the effective date of the increase in your coverage. If you do not meet this time period requirement, then the increased amount of coverage for your disability is excluded from coverage under this plan.

Pre-existing condition is a sickness or injury for which you received treatment within the 3 months prior to your effective date of your increase in coverage.

Treatment includes:

- **consulting with a doctor;**
- **receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **taking prescribed medicines;**
- **being prescribed medicines;**
- **you should have been taking prescribed medicines but chose not to;**
- **receiving diagnostic measures.**

SUMMARY OF THE CLAIM INFORMATION SECTION 5

What will you find in this section?

- notifying us of a claim
- giving us proof of claim
- filing a claim
- information needed in the proof of claim
- when payments to you begin
- who we make payments to

SECTION 5: CLAIM INFORMATION

WHEN DO YOU NOTIFY US OF A CLAIM?

You need to notify us in writing of your claim within 30 days after the date your disability begins. If you are not able to notify us within this time, then you need to notify us as soon as reasonably possible. Notice includes a notice you give, or which is given on your behalf, to us, or to an authorized agent of ours.

WHEN DO YOU NEED TO GIVE US PROOF OF YOUR CLAIM?

Early proof of claim will allow us to make a timely claim decision. You need to send to us written proof of your claim within the first 90 days after the elimination period ends. If you are unable to give us proof of your claim within this time, then you must give us proof of your claim within the next 12 months. If you do not have the legal capacity to make responsible decisions concerning yourself, then you may give us proof of your claim after this period.

You must notify us immediately when you return to work in any capacity.

HOW DO YOU FILE A CLAIM?

You can get a claim form from the employer, or you may ask us for a form. If you ask us for a claim form, but you do not receive the form from us within 15 days after asking for it, then you should send written proof of your claim to us without waiting for the form.

You and the employer must fill out your claim form. Once you and the employer have completed the claim form, give the claim form to the doctor providing you regular care for your sickness or injury causing disability. The doctor must fill out the physician section of the form. Send the completed form to us within the stated time frames.

WHAT AUTHORITY DO WE HAVE IN DETERMINING YOUR ELIGIBILITY FOR BENEFITS?

We have the discretionary authority to determine your eligibility for benefits and to construe the terms of the policy to make a benefits determination.

WHAT INFORMATION DO YOU NEED TO INCLUDE IN YOUR PROOF OF CLAIM?

Your proof of claim must include:

- that you are under the regular care of a doctor;
- the date your disability began;
- the cause of your disability as determined by objective medical tests and examinations acceptable to the medical community;
- the extent of your disability, including restrictions and limitations which prevent you from performing your regular occupation;
- the name and address of all hospital(s) or institution(s) where you received treatment, including all doctors who provided regular care;
- appropriate documentation of your earnings.

We may request that you send proof of continuing disability indicating that you are under the regular care of a doctor. We must receive this proof within 30 days of the date we ask for it. In some cases, we will require you to give us authorization to obtain additional medical and non-medical information as part of your proof of claim. We may temporarily suspend our payments to you if you do not cooperate, or do not submit the appropriate information.

WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?

Once we approve your claim, you will begin to receive payments after you complete the elimination period. We will send you a payment for any period for which we are liable. If the policy or a plan is canceled, the cancellation will not affect a payable claim.

WHO DO WE MAKE PAYMENTS TO?

We will make all payments to you.

WHAT HAPPENS IF WE OVERPAY YOUR CLAIM?

We have the right to recover overpayments due to:

- fraud;
- an error we make in processing your claim;
- your receipt of other income amounts.

If we determine that we overpaid your claim, then we require you repay us in full. We will determine the method by which you will repay us. We reserve the right to apply our future payments to you toward overpayments. We have the right to recover overpayments from your eligible survivors or estate. We will not recover more money from you than the amount we paid to you.

Commissioners Court - Regular Session **52.**

Meeting Date: 12/19/2023

EPM.change

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a change to the Employee Policy Manual.

Background

The potential for two additional bereavement days was added for employees experiencing a death within their immediate family (defined as spouse, child, parent, legal guardian, or spouse's parent). I would like to request the addition of a child's spouse to this list and a red-lined version is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EPM.draft.bereavement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/11/2023 03:11 PM
Form Started By: Rebecca Clemons		Started On: 12/11/2023 02:30 PM
Final Approval Date: 12/11/2023		

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

**Employees are encouraged to take leave throughout the year, as business needs can change and leave approval is not guaranteed.*

Type	Rate of Accrual	Max Accrual	Policy
BEREAVEMENT LEAVE*	2 (8-hour) days per fiscal year; does not roll over	N/A (Not paid at termination)	• May be granted following the death of a friend or family member at the discretion of your department's leadership. • Documentation may be required. • EMS Paramedics will receive up to 12 hours per day based on regular shift assignment. • Up to two (2) additional days may be approved by HR for the death of an immediate family member (spouse, child, parent, legal guardian, ~~or~~ spouse's parent, or child's spouse). EMS Paramedics may be approved for up to 16 additional hours.
PUBLIC SAFETY ADJUSTMENT	4 hours per paid holiday, floating holiday, and bereavement day allotted; does not roll over	N/A (Not paid at termination)	• Includes positions in Law Enforcement, Corrections and Emergency Services with some exceptions. • Max of 4 hours per shift and must be used with 8 hours of holiday, floating holiday, or bereavement to cover shift as scheduled. • Contact Human Resources regarding application of Public Safety Adjustment accruals within FMLA.
CIVIL LEAVE	Includes jury duty, voting, work related court summons, USERRA (Uniformed Services Employment & Re-employment Rights Act)	N/A	• Employee must show jury duty summons to their supervisor and must return to work if time permits. County employees will be paid if they are required to miss their regularly scheduled work shift, in addition to the jury pay from the court. • Time off to vote may be approved due to unusual circumstances, please refer to State of Texas Regulations. • Civil Leave may be approved when an employee is summoned to testify for a case that is work related only. • The first 15 business days (per fiscal year) of Military Leave (USERRA) will be paid without the requirement of leave usage by the employee. Beyond the first 15 business days the employee may choose to use vacation leave or be placed on leave without pay. • Up to seven additional paid military leave days may be applied in accordance with Government Code Section 437.202, as required relating to Emergency Orders issued by the Governor. • Contact HR for further information related to USERRA leave and benefit continuation.
BAD WEATHER	As determined by order of the County Judge	N/A	• Employee must be at work or scheduled and ready for work on the day of office closure. • Employees on approved leave of any type are not eligible. • If office closure continues beyond five (5) consecutive days, employees must use vacation pay, compensatory time, personal holiday or unpaid leave unless otherwise determined by Commissioners Court.
ESSENTIAL PERSONNEL LEAVE	As determined by order of the County Judge	N/A	• Essential Personnel Leave is granted when exempt employees must work outside their regular schedule during an office closure that has been declared by the County Judge. • FEMA reimbursement is possible. • Essential Personnel leave must be used before the end of the current fiscal year.
BANKED HOLIDAY LEAVE	Determined by number of hours worked on the holiday.	200 hours	• Will not be paid upon termination if earned after 10/1/14. • Banked Holiday accruals earned before 10/1/14 will no longer be paid out upon termination after 10/1/24.
COMPENSATORY LEAVE	Refer to Overtime Policies for accrual.	240 hours	• Must be used before vacation time.

***Refer to Public Safety Adjustment policy details within this table.**

Wilco PTO leave time is applied in the following order:
1) Compensatory time 2) Vacation leave

Note: *All leave accruals are based on time actually worked by the employee. Leave accrues at the end of the pay period and will be adjusted or removed if the employee has any unpaid leave, other than workers compensation, in the pay week.*

Meeting Date: 12/19/2023

WCAC Lease

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Lease Agreement between Williamson County, Texas and the Williamson County Children's Advocacy Center, Inc. relating to that certain commercial property located as 1811 SE Inner Loop, Georgetown, TX 78626.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCAC Lease Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/13/2023 09:33 AM
Form Started By: Hal Hawes		Started On: 12/13/2023 09:19 AM
Final Approval Date: 12/13/2023		

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made between **Williamson County, Texas**, a political subdivision of the State of Texas, hereafter called "Lessor", and **Williamson County Children's Advocacy Center, Inc.**, hereafter called "Lessee".

The parties agree as follows:

AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY. The Lessee operates a non-profit corporation that provides a multidisciplinary response to allegations of child abuse in order to ensure all child victims in Williamson County, Texas obtain necessary services and support they need. For a number of years prior to this Lease, Lessee had leased from Lessor the Leased Premises described below, which had a smaller facility situated upon in it. Lessee's operations had grown and Lessee needed a larger facility for its operations. The Lessor agreed to construct and expand the improvements that were previously located on the Leased Premises. Prior to construction, Lessor and Lessee executed a lease agreement dated March 9, 2021 for that certain commercial property designated as 211 Commerce Blvd, Building A, Round Rock, Tx 78664 ("Commerce Boulevard Lease"). The Commerce Boulevard Lease served as a temporary location from which Lessee was able to conduct its operation during the Lessor's construction and expansion of the new larger facility on the Leased Premises. Construction is now complete and the Lessor hereby agrees to lease to the Lessee, and the Lessee agrees to rent from the Lessor, the following described commercial property space:

> That certain commercial property designated as 1811 SE Inner Loop, Georgetown, TX 78626, being approximately 24,000 square feet and situated on a 3.491 acre, or 152,069 square foot, tract of land in the Williamson Addison Survey, Abstract No. 21 , in Williamson County, Texas, being out of the remnant portion of a called 10.00 acre tract of land, conveyed to Williamson County, Texas, in special warranty deed recorded in Document No. 2006086736, of the Official Public Records of Williamson County, Texas, as further described and depicted in **Attachment 1**, which is incorporated herein by reference (the "Leased Premises").

By execution of this Lease, Lessor and Lessee agree the Commerce Boulevard Lease is hereby terminated and that neither Lessee or Lessor shall be obligated to perform the covenants and conditions set out in the Commerce Boulevard Lease following the complete execution of this Lease.

I. TERMS OF LEASE.

A. Term. The initial term of the Lease commences on January 1, 2024 and shall continue thereafter until December 31, 2028 ("Initial Term"). This Lease may be extended for up to two (2) additional and separate five (5) year terms ("Extension Terms"), only upon the express written agreement of the parties and only provided that all conditions of this Lease have been met

by the Lessee.

II. RENTAL. As set out herein, Lessee operates a non-profit corporation that provides a multidisciplinary response to allegations of child abuse in order to ensure all child victims in Williamson County, Texas obtain necessary services and support they need. Lessee's use and occupancy of the Leased Premises for such purposes will serve a public purpose and public benefit for the citizens of Williamson County, Texas and, Lessee, hereby agrees to use and occupy the Leased Premises at all times solely for such public purpose and Lessor accepts such public purpose as sufficient rent and consideration for Lessee's lease of the Leased Premises during the Initial Term and any Extension Terms.

III. SECURITY DEPOSIT. In the event it becomes necessary, Lessor may require Lessee to deposit an amount of $1,000.00, as security for faithful performance of the terms of the Lease. The deposit, if any, shall be held in a separate account for the benefit of Lessee, and it shall be returned to Lessee, without interest and less any lawful deductions of same, on full performance of the provisions of this Lease.

Lessor may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid utilities; (b) costs of cleaning, deodorizing and repairing the Leased Premises and its contents for which Lessee is responsible; (c) replacing unreturned keys or other security devices; (d) the removal of all unauthorized locks, fixtures, improvements installed by Lessee; (e) packing, removing, and storing abandoned property; (f) costs of reletting, if Lessee is in default; (g) attorney's fees and costs of court incurred in any proceeding against Lessee; and/or (h) other items Lessee is responsible to pay under the terms of this Lease.

In the event the deductions from the security deposit exceeds the amount of the security deposit, Lessee will pay Lessor the excess amount within Ten (10) days after Lessor makes written demand on Lessee.

IV. TAXES.

A. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

B. Real Property Tax Reimbursement: Lessee agrees to pay Lessor, within thirty (30) days of demand, all taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), if any such Taxes are levied or assessed against the Leased Premises due to Lessee's use of same. Included also shall be all costs in contesting, rendering and otherwise adjusting the Taxes.

C. Remedy for Non-Payment: If Lessee should fail to pay any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may, if Lessor so elects, pay such Taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be owing by Lessee to Lessor and due and payable upon demand plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies that are set out herein for Lessee's default or breach may also be exercised by Lessor in relation to late payments of any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder.

V. UTILITIES. Lessee shall be responsible for arranging and paying for all utility services required in and to the Leased Premises which are not provided by Lessor. Such utility services shall include but not limited to electricity, gas, domestic and irrigation water, sewer/wastewater, stormwater, television, security and alarm monitoring, and garbage collection services. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Leased Premises. Lessee must, at a minimum, obtain service and keep the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas, electricity, water, garbage collection services, and wastewater/sewer. If the Lessee fails to keep said utilities on and functioning during any term of this Lease, Lessee shall be deemed to be in default of this Lease.

VI. INDEMNIFICATION AND INSURANCE.

A. Indemnification of Lessor. **LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE LEASED PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY LESSEE; FROM ANY NEGLECT OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES; OR FROM ANY FAILURE BY LESSEE TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LESSOR OR THE LEASED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE LEASED PREMISES BY LESSEE, THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.**

B. Insurance. In order to ensure the fulfillment of the above referenced indemnity provision and protect Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Leased Premises, Lessee hereby agrees to maintain, at all times during any

term of this Lease, at Lessee's sole cost, the following insurance:

1. Commercial General Liability Policy in the minimum amount of One Million Dollars ($1,000,000) (combined single limit for bodily injury and property damage) per occurrence with a two million dollar ($2,000,000) aggregate coverage for bodily injury or death, property damage and personal injury;
2. Damages to Rented Premises coverage in the minimum amount of $100,000; and
3. Medical Expenses coverage in the minimum amount of $10,000.

The required insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and **name Lessor as an additional insured**. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during any term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements owned by the Lessor.

Lessee shall, within Ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least One (1) year.

VII. SUBORDINATION. This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to place on the Leased Premises.

VIII. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

A. To pay all amounts due hereunder and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a careful and proper manner for the express purpose of operating a non-profit corporation that provides a multidisciplinary response to allegations of child abuse in order to ensures all child victims in Williamson County, Texas obtain necessary services and support they need; to commit or permit no waste or damages to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the Leased Premises on expiration or termination of

this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

B. To comply with the Rules and Regulations attached hereto as **Attachment 2** and incorporated herein by reference.

C. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.

D. In case of damage to glass in or on the Leased Premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

E. To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.** Upon request of Lessor, Lessee agrees to restore, at Lessee's sole expense, the Leased Premises to its original condition upon the termination of this Lease.

F. To permit Lessor to enter, inspect, and make such repairs to the Leased Premises as Lessor may reasonably desire, at all reasonable times, and to permit Lessor to put on the Leased Premises a notice, that Lessee may not remove, stating that the Leased Premises are for rent one month preceding the expiration of this Lease.

G. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises that are mandated by any and all state, federal and local accessibility legal requirements ("accessibility alterations"). The allocation of responsibility to Lessee for compliance with accessibility legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred on said accessibility alterations shall be borne solely by Lessee. Lessee must obtain the written consent of Lessor before making any type of accessibility alterations.

H. Lessee agrees to inform Lessor of items in need of repair that Lessor is obligated to maintain and repair under this Lease. Lessee shall serve Lessor written notice of such matters within Ten (10) days of Lessee's discovery of items in need of repair.

I. Lessee agrees that any and all minor adults and/or children of guests or invitees of Lessee, who may be present on the Leased Premises from time to time, shall not be left unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult's and/or child's parent or legal guardian. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor adults and/or children be allowed to play on, near or about the Leased Premises, injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor adults and/or children damage or destroy the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, **Lessee hereby agrees that Lessee, in accordance with the indemnification provision above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children**. Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to the Leased Premises and/or any improvements situated thereon. In the event such minor adults and/or children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees, in accordance with terms hereof, to be solely liable to such persons who are injured.

J. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality, if applicable. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Leased Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

K. Lessee agrees to maintain, repair, and replace the following due to damage caused by Lessee, its employees, officers and agents, and all patrons, guests and invitees of the Leased: septic system(s) if any, damage to the exterior walls (including exterior painting), roof and roof structures, gutters, downspouts, exterior utility lines servicing the Leased Premises to the extent that they are not maintained by public utilities, and damage to structural portions of the Leased Premises (including, by way of example but not limitation, the foundation and members supporting the roof, all interior partition walls and the interior side of building walls which enclose the Leased Premises, doors, moldings, trim, window frames, and doorframes).

IX. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

A. To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

B. If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenantable, Lessor will have the right to render the Leased Premises tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the Leased Premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the Leased Premises are not rendered tenantable within that time, Lessor will have the right to terminate this Lease by written notice to Lessee.

C. To maintain the structure of the building, including but not limited to the roof, exterior walls, floors and foundation.

D. At Lessor's expense, Lessor shall perform all major repairs to the heating and air-conditioning equipment/system, plumbing and septic or sewer system, which are not due to Lessee's negligence and/or failure to keep the heating and air-conditioning and septic or sewer system in good operating condition.

E. At Lessor's expense, Lessor shall provide the following facilities management services:

1. Fire systems, including monitoring, inspection, maintenance & repair (which are not caused due to Lessee's negligence);
2. Backflow inspection and repair (which are not caused due to Lessee's negligence);
3. Fire pump inspection and repair (which are not caused due to Lessee's negligence);
4. Pest management services;
5. Janitorial services;
6. Irrigation maintenance and repair services (which are not caused due to Lessee's negligence);
7. Lawn maintenance;
8. Tree trimming
9. Automated External Defibrillator (AED) periodic maintenance; and
10. Asset issuing of keys and access badges.

NOTE: Facilities Maintenance work orders for all maintenance requests and asset badge & key requests must be submitted via email to facilities@wilco.org.

F. At Lessor's expense, Lessor shall provide the following information technology

services:

1. Internet service for all devices (Lessor shall not be responsible for firewalls and networking of Lessee's computers, printers and other wired devices. A handoff will be given by Lessor to the Lessee's IT contractor to network wired devices);
2. Wireless access points and building CAT 6 cabling;
3. Phones; and
4. Exterior security cameras (Lessee shall be responsible for interior cameras and such cameras must comply with Lessor's guidelines and cabling standards).

NOTE: Any Wi-Fi or other equipment installation must be coordinated with Lessor's Information Systems Department to ensure no interference results from such installations. Tickets for information technology services must be submitted for phones/network/blocked sites/etc. via email to servicedesk@wilco.org.

Lessee shall grant and ensure access at all times to Lessor's IT employees for purposes of providing critical IT infrastructure services that may be required in order to comply with Lessor's obligations hereunder. Lessor agrees to instruct and inform Lessor's IT employees of the highly sensitive nature of Lessee's business activities, to require that such employees respect and understand such sensitive nature of Lessee's business activities, to limit their activities on the Leased Premises only on an as need basis to address IT issues and matters in order to minimize any contact with Lessee's visitors, invitees, clients and prospective clients, and to keep any and all knowledge of Lessee's activities within the Leased Premises strictly confidential.

X. DEFAULTS BY LESSEE. In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a written notice specifying the required performance has been given to the Lessee, Lessor may:

A. Enforce specific performance causing the Lessee to strictly comply with and perform such term, condition or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

B. institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

C. may, but not be obligated to do so, enter the Leased Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by

Lessee to Lessor within Five (5) days after same is sent to Lessee by Lessor; or

D. terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the Tenth (10^{th}) day after such notice is given (the "Termination Date") and Lessee shall within such Ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages.

XI. DEFAULTS BY LESSOR. Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

XII. VOLUNTARY TERMINATION. Lessor or Lessee may terminate this Lease, without cause or liability, upon giving One Hundred Eighty (180) days written notice to the other party. Upon the termination of this Lease pursuant to this provision, Lessee will surrender the Leased Premises peaceably to the Lessor in the state required under this Lease. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises.

XIII. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

XIV. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

XV. RIGHT TO SELL. It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Leased Premises, in whole or in part, at any time during any term of this Lease. If during any term of this Lease, the Leased Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than One Hundred Eighty (180) days from the date in which Lessor gives Lessee notice that the Leased Premises has been sold, Lessee shall

vacate the Leased Premises.

XVI. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect any amount due hereunder or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of any payment or part of payment required to be made by the Lessee shall not act to waive any other payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the Leased Premises for the remainder of any term of this Lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this Lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this Lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this Lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease.

XVII. LIMITATIONS OF WARRANTIES.

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS

ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN **"AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS"**. LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

XVIII. CONDEMNATION. If during any term of this Lease, all of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the Leased Premises. If only a part of the Leased Premises shall be so taken or sold, but the remainder of the Leased Premises is not tenantable, Lessor may terminate this Lease at any time within Forty-Five (45) days following such taking or sale without liability to the Lessee. Any and all payments made for or arising from any such taking or for damages to the Leased Premises resulting therefrom shall belong and be payable entirely to Lessor.

XIX. LESSOR'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. The Director of Facilities for Williamson County (or as otherwise designated by Lessor), shall serve as the Lessor's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Lessee.

Lessor's lease administrator and property manager contact information is as follows:

Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1599
Email: facilities@wilco.org

For all requests for services or repairs which Lessor is obligated to provided and perform under

this Lease, Lessee shall contact:

Williamson County Facilities
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1599 - Option 0
Email: facilities@wilco.org

XX. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

LESSOR: Williamson County Judge
710 South Main, Ste. 101
Georgetown, Texas 78626

LESSEE: At the address set out under Lessee's execution below.

Notices to Lessee may also be mailed or delivered to the Leased Premises and proof of mailing or posting of those notices to the Leased Premises will be deemed the equivalent of personal service on Lessee.

XXI. GENDER, NUMBER AND HEADINGS. Words of any gender used in this Lease 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 Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

XXII. PLACE OF PERFORMANCE. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

XXIII. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

XXIV. SEVERABILITY. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and

intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

XXV. GOVERNMENTAL IMMUNITY. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor 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.

XXVI. ASSIGNMENT. Lessee may not assign, in whole or in part, any interest it may have in this Lease without the prior written consent of Lessor.

XXVII. NO INDEMNIFICATION BY LESSOR. Lessee acknowledges and agrees that Lessor, as a Texas County and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

XXVIII. ENTIRE AGREEMENT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Leased Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease to be effective as of the date of the last party's execution below.

Signed, sealed, and delivered in our presence as:

LESSOR:

Williamson County, Texas

By: _____

Printed Name: _____

Representative
Capacity: _____

Date: _____ _____, 20_____

LESSEE:

Williamson County Children's Advocacy Center, Inc.,

By: Kerrie Stannell

Printed Name: Kerrie Stannell

Representative
Capacity: Chief Executive Officer

Date: Dec. 14, 2023

Address for Notice:
Williamson County Children's Advocacy Center, Inc.,
Attn: Kerrie Stannell, CEO
1811 S E Inner Loop
Georgetown, Tx 78626

ATTACHMENT 1

Geonet of Texas, LLC

METES AND BOUNDS DESCRIPTION

FOR

A 3.491 ACRE, OR 152,069 SQUARE FOOT, TRACT OF LAND SITUATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE Remnant Portion OF A CALLED 10.00 ACRE TRACT OF LAND, CONVEYED TO WILLIAMSON COUNTY, TEXAS, IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2006086736, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.491 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00:

BEGINNING at an iron rod with aluminum cap marked "COG ROW" found on a point in the west right-of-way line of SE Inner Loop, a variable width public right-of-way, said point being the northwest corner of a called 2.723 acre tract (Parcel 1), recorded in Document No. 2019065521, of said Official Public Records, same being the southwest corner of a called 5.728 acre tract (Parcel 2), described in Document No. 2019065521 of said Official Public Records, also being an east corner of a Remnant Portion of of a called 179.2993 acre tract, recorded in Document No. 1999075478, of said Official Public Records, and being the easternmost northeast corner of the Remnant Portion of said 10.00 acre tract, for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, departing the south boundary line of the Remnant Portion of said 179.2993 acre tract, along the west right-of-way line of said SE Inner Loop, also being the west boundary line of said 2.723 acre tract, and being the east boundary line of the Remnant Portion of said 10.00 acre tract, for the east boundary line hereof, the following three (3) courses and distances;

1. **S 33° 34' 16" W**, a distance of **44.73 feet**, to an iron rod with aluminum cap marked "COG ROW" found, for an angle point hereof,
2. **S 56° 15' 01" E**, a distance of **10.00 feet**, to a calculated angle point hereof, and
3. **S 33° 18' 05" W**, for a distance of **361.50 feet**, to a calculated angle point for the southeast corner hereof;

THENCE, departing the west right-of-way line of said SE Inner Loop, through the interior of the Remnant Portion of said 10.00 acre tract, for the southerly and westerly boundary lines hereof, the following two (2) courses and distances:

1. **N 56° 40' 10" W**, a distance of **375.35 feet**, to a calculated angle point, for the southwest corner hereof, and

2. **N 33° 17' 50" E**, a distance of **406.30 feet**, to a calculated angle point in a south boundary line of the Remnant Portion of said 179.2993 acre tract, same being the north boundary line of the Remnant Portion of said 10.00 acre tract, for the northwest corner hereof, from which a ½" iron rod found for the northwest corner of the Remnant Portion of said 10.00 acre tract, bears N 56°40'10" W, 37.07 feet;

THENCE S 56° 40' 10" E, along a south boundary line of the Remnant Portion of said 179.2993 acre tract, same being the north boundary line of the Remnant Portion of said 10.00 acre tract and hereof, a distance of **365.59 feet**, to the **POINT OF BEGINNING**, and containing 3.491 acres in Williamson County, Texas, said tract being described in accordance with a survey made on the ground and a survey map prepared by Geonet of Texas, LLC, under the supervision of Josue B. Miranda Ortiz, Registered Professional Land Surveyor, License No. 6637, State of Texas, Job No. 10098-23, on May 11, 2023.

Prepared by: Geonet of Texas, LLC
Date: May 11, 2023.
Job No.: 10098-23
MB-10098-23_3.491AC_CAC LEASE SITE
TBPELS Firm Registration No. 10194782

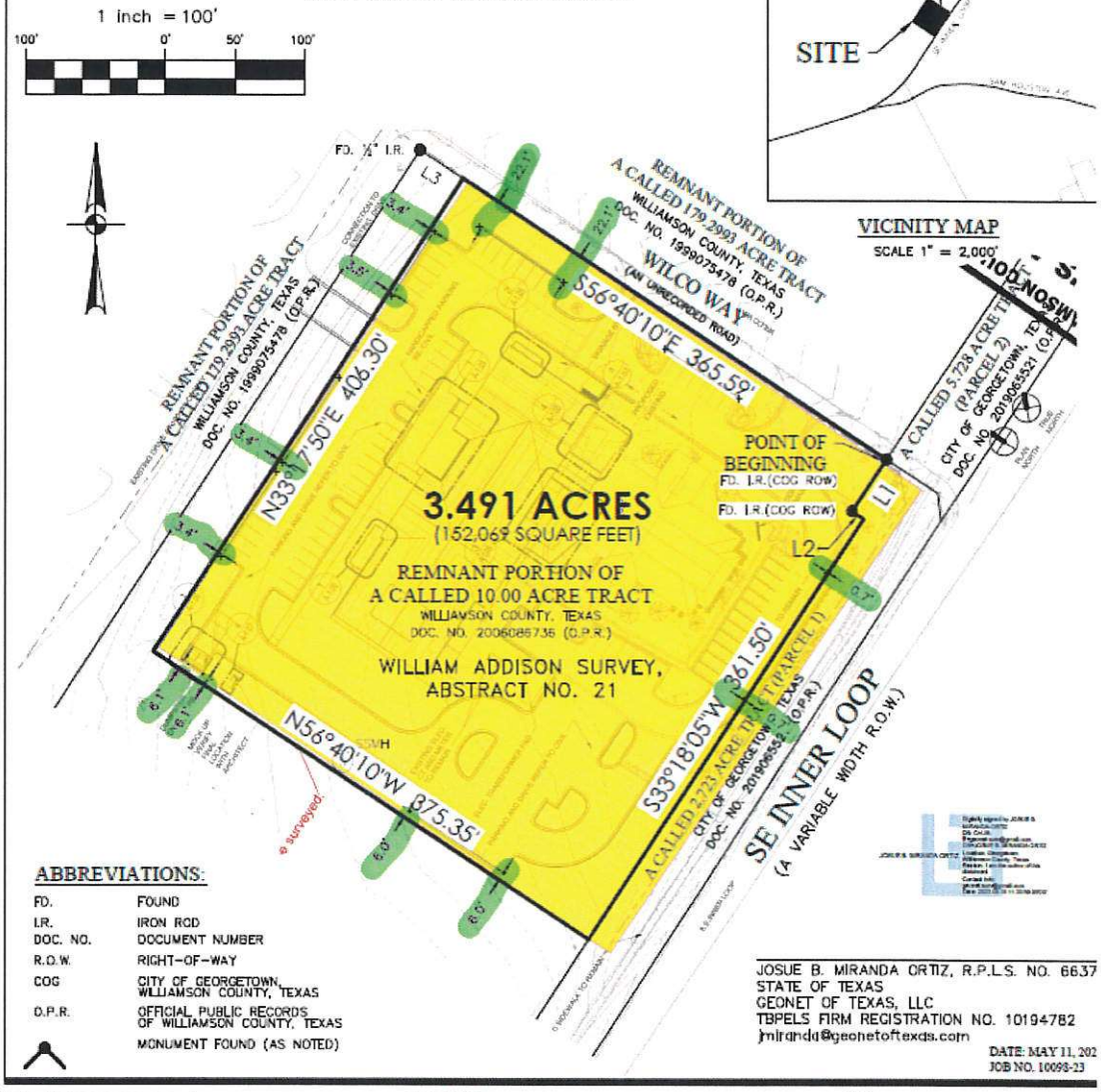
05/11/2023

STATE OF TEXAS
REGISTERED
JOSUE BENJAMIN MIRANDA-ORTIZ
6637
PROFESSIONAL
LAND SURVEYOR

ORIGINAL SHEET - 8.5X11

EXHIBIT OF

A 3.491 ACRE, OR 152,069 SQUARE FOOT, TRACT OF LAND SITUATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 10.00 ACRE TRACT OF LAND, CONVEYED TO WILLIAMSON COUNTY, TEXAS, IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2006086736, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



ABBREVIATIONS:

FD.	FOUND
I.R.	IRON ROD
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
COG	CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	MONUMENT FOUND (AS NOTED)

JOSUE B. MIRANDA ORTIZ, R.P.L.S. NO. 6637
STATE OF TEXAS
GEONET OF TEXAS, LLC
TBPELS FIRM REGISTRATION NO. 10194782
jmiranda@geonetoftexas.com

DATE: MAY 11, 202
JOB NO. 10098-23

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A METES & BOUNDS DESCRIPTION. SEE ATTACHED METES & BOUNDS DESCRIPTION; MB-10098-23_3.491AC_CAC LEASE SITE.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. ADJOINERS SHOWN FOR INFORMATION PURPOSE ONLY.

GEONET OF TEXAS, LLC
TBPELS FIRM
REGISTRATION NO. 10194782
1308 NOKOTA BEND
GEORGETOWN, TX 78626

AS REQUESTED BY: BAEZA ENGINEERING

Client
WILLIAMSON COUNTY, TEXAS
3101 SE INNER LOOP
GEORGETOWN, TX 78626

Sheet No.
1 OF 1

Title
C.A.C. LEASE SITE
IMPROVEMENTS EXHIBIT

Attachment 2

RULES AND REGULATIONS

1. Lessee and Lessee's employees shall not loiter in any common area adjoining the Leased Premises nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Leased Premises. They shall use the same only as passageways to and from their respective work areas.

2. Lessee shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Leased Premises without prior written consent from Lessor. Lessee shall keep all sidewalk areas in, on and around the Leased Premises clean and free of debris. Lessee shall reimburse Lessor for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

3. No window awning or shade shall be affixed or installed over or in the show windows or the exterior of the windows of the Leased Premises. Lessee may install window treatment inside the Leased Premises such as vertical blinds if approved by Lessor. Any "window treatment" shall be in a color congruent and consistent with the parts of the Leased Premises. Lessee also agrees there shall be no window tinting, stickers or reflective material placed on the glass, inside or out, at any time.

4. No boring or cutting for wires shall be allowed, except with Lessor's prior written approval.

5. Lessee shall not do anything in the Leased Premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Leased Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

6. Lessee shall not use any machinery in the Leased Premises (regardless whether Lessor approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Leased Premises.

7. Lessor may limit weight, size and position of all safes, fixtures, and other equipment used in the Leased Premises.

8. Lessee and Lessee's officers, agents and employees shall not make loud, unusual or improper noises that disturb adjacent property owners and neighbors, and shall institute policies that prohibit visitors and invitees from such activity. Lessee shall comply with any of Lessor's policies that regulate animals on the Leased Premises and agrees that such policy will establish rules for the control and reasonable behavior of any animal on the Leased Premises.

9. Lessee agrees to establish rules that regulate the use and safe storage of bicycles on the Leased Premises.

10. Unless expressly authorized in the Lease, Lessee shall have no right to place an antenna on the roof or exterior walls of the Leased Premises. Lessee is not allowed on the roof, nor may Lessee place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from Lessor.

11. All garbage, including wet garbage, refuse or trash, shall be placed by Lessee in the receptacles near the Leased Premises provided by Lessee for that purpose.

12. Lessee shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Leased Premises except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Leased Premises by Lessee. Hazardous chemicals are not prohibited on the Property. Lessee shall cooperate with Lessor and all other lessees so that the common areas adjoining the Leased Premises may be kept in a clean and orderly condition and free of obstructions.

13. Lessee shall not overburden the parking facilities and shall ensure the parking facilities are only used for purposes of parking by employees and visitors in relation to Lessee's day to day operations and not used for purposes of storage or other non-parking related uses.

14. Lessee shall cooperate with any security regulations issued by Lessor from time to time, and shall comply with instructions and/or directions of Lessor's duly authorized personnel for the protection of the Leased Premises.

15. No waiver of any rule or regulation by Lessor or Lessor's agent shall have any effect unless expressed in writing and signed by Lessor or its authorized agent.

16. Lessor reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Lessor's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein, as well as for the convenience of other occupants and lessees of premises adjoining the Leased Premises. Lessor shall not be responsible to Lessee or any other person for the non-observance or violation of the rules and regulations by any other Lessee or other person; however, Lessor shall not discriminate among lessees when enforcing the rules and regulations. Lessee shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the space herein leased.

17. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by Lessor and the Lease provisions, the Lease provisions shall prevail.

Commissioners Court - Regular Session **54.**

Meeting Date: 12/19/2023

Cancel Commissioners Court

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on canceling Commissioners Court on Tuesday for the following dates: January 16th, February 20th, March 12th, April 2nd, May 28th, July 8th and September 3.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	12/13/2023 03:13 PM
Form Started By: Becky Pruitt		Started On: 12/08/2023 09:14 AM
Final Approval Date: 12/13/2023		

Commissioners Court - Regular Session **55.**

Meeting Date: 12/19/2023

VA Donation BA Rev 12.19.23

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

A donation of $681.00 was given by a Veteran who would like to remain anonymous, in support of other Veterans during the holidays.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$681.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/11/2023 03:07 PM
Form Started By: Ganae Hempe		Started On: 12/08/2023 01:29 PM
Final Approval Date: 12/11/2023		

Commissioners Court - Regular Session **56.**

Meeting Date: 12/19/2023

VA Donation BA Exp 12.19.23

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donation of $681.00 was given by a Veteran who would like to remain anonymous, in support of other Veterans during the holidays.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Use of Donations	$681.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/11/2023 03:07 PM
Form Started By: Ganae Hempe		Started On: 12/08/2023 01:33 PM
Final Approval Date: 12/11/2023		

Commissioners Court - Regular Session **57.**

Meeting Date: 12/19/2023

Pro Lic Renewal

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Williamson County EMS Provider License Declaration Form and authorizing the County Judge to sign same and any necessary related documents.

Background

Williamson County EMS must submit a renewal application every two years to the Texas Department of State Health Services to provide EMS services. The application must be signed by the EMS Administrator of Record and the highest elected official. Funding for renewal was approved in the FY22 EMS budget, 0100-0540-004540.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal App

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/13/2023 10:26 AM
Form Started By: Michael Knipstein		Started On: 12/12/2023 03:27 PM
Final Approval Date: 12/13/2023		

TEXAS Health and Human Services | Texas Department of State Health Services

EMERGENCY MEDICAL SERVICES PROVIDER LICENSE DECLARATION FORM REVISED: 2/16/2018

Submit the completed form to the appropriate address and with the appropriate cover sheet when mailing or upload with your online renewal application

All Forms Are Available On The EMS-Trauma System Webpage:

http://www.dshs.state.tx.us/emstraumasystems/provfro.shtm

Fax Number: 512-834-6714 Email: EMSProviderFRO@dshs.texas.gov

Privacy Notification: With a few exceptions, you have the right to request and be informed about information the State of Texas collect about you. You are entitled to receive and review the information upon request. You also have the right to ask the state agency to correct any information that is determined to be incorrect. See http://www.dshs.state.tx.us for more information on Privacy Notification. (Reference: Government Code, Section 552.021, 552.023 and 559.004)

TYPE OR PRINT IN BLACK INK

Application Type:
☐ **Initial Application** ☒ **Renewal Application**
☐ **Other** _____
Fill in Requested Information:
DSHS License Number: 246013 (Leave blank if initial application.)
Federal Employer Identification Number: 74-6000978
National Provider Identifier Number: 1114995586

Section 1 – Name of Legal Entity Applying for License
Williamson County EMS

Legal Entity Name: Williamson County EMS

Section 2 – Entity Assumed or Operating Name(s), list all if applicable. If applicable, attach copies of all assumed name certificates.

Section 3 – Name(s) to be used on Vehicles If different from Section 1 & 2, a written explanation must be provided.

Section 4 – Chief Executive Officer/Owner or Highest Elected Official (Government)					
Name:	William Walker Gravell Jr.				
Title:	County Judge				
Address:	710 S. Main Street				
City:	Georgetown				
County:	Williamson	**State**:	TX	**Zip**:	78626
Phone:	(512) 943-1665	**Email**:	bgravell@wilco.org		

Section 5 – Administrator of Record					
Name:	Michael John Knipstein				
Address:	3189 SE Inner Loop				
City:	Georgetown				
County:	Williamson	**State**:	TX	**Zip**:	78626
Phone:	(512) 943-1264	**Email**:	mknipstei@wilco.org		
TX EMS Certification/ID# or SSN:	[redacted]				
Date of Birth:	[redacted]				

☐ A completed EMS Administrator of Record Form is attached or has been included. Government entities are exempt from submitting the additional form.

Legal Entity Name: Williamson County EMS

Section 6 – Alternate Contact The person who can answer questions if administrator is unavailable.					
Name:	Edward Francis Tydings				
Title:	Operations Division Commander				
Address:	3189 SE Inner Loop				
City:	Georgetown				
County:	Williamson	**State**:	TX	**Zip**:	78626
Phone:	(512) 943-1260	**Email**:	edtydings@wilco.org		

Section 7 – Designated Infection Control Officer					
Name:	Amy Jarosek				
Title:	Captain				
Address:	3189 SE Inner Loop				
City:	Georgetown				
County:	Williamson	**State**:	TX	**Zip**:	78626
Phone:	(512) 943-1264	**Email**:	ajarosek@wilco.org		

Section 8 – Physician Medical Director Address must be where the physician receives mail.					
Name:	Dr. Taylor Kingsley Ratcliff				
TX Medical License #:	N7332				
Address:	3189 SE Inner Loop				
City:	Georgetown				
County:	Williamson	**State**:	TX	**Zip**:	78626
Phone:	(512) 943-1264	**Email**:	taylor.ratcliff@wilco.org		

Legal Entity Name: Williamson County EMS

Section 9 – Vehicle Authorizations List the number of vehicle authorizations requested at each level and the total.	
Basic Life Support (BLS)	
BLS with ALS Capability	
BLS with MICU Capability	25
Advanced Life Support (ALS)	
ALS with MICU Capability	
Mobile Intensive Care Unit (MICU- Ground)	
Rotor-Wing (MICU)	
Fixed Wing (MICU)	
Specialized	
TOTAL NUMBER OF AUTHORIZATIONS REQUESTED	25

Section 10 – Information

10-A: Entity Type: Check any that apply or explain.

☑ **Governmental Entity**
Please Select Type of Government Entity:
- ☐ City
- ☑ County
- ☐ ESD - Emergency Service District
- ☐ Hospital District
- ☐ State Agency

☐ **Hospital**

☐ **Private**

☐ **Other (Must Explain)** _____

10-B: Tax Status: You must check only one.

☑ **Government Entity** ☐ **For Profit** ☐ **Non-Profit 501c3**

☐ **Other (Must Explain)** _____

Legal Entity Name: Williamson County EMS

10-C: Response Type: *You must check only one.*

☒ **Emergency/ 911** ☐ **Non-Emergency/Non-911** ☐ **Both**

10-D: Subscription Program:

Does your organization offer a subscription program? ☐ **Yes** ☒ **No**

*If yes, please submit all required documentation and information. Air Medical Providers are excluded from this requirement.

10-E: Emergency Medical Task Force (EMTF) Participant:

☒ **Yes** ☐ **No** (This is for planning purposes only. Participation not required.)

10-F: Letter of Credit:

Attach a copy of a letter of credit issued by a federally insured bank (FDIC) or savings institution. An emergency medical services provider that is directly operated by a governmental entity is exempt from this section.

Institution Name: _____

Date of Letter: _____

Amount of required credit: (must select one)

☐ $100,000 for the initial license and for renewal of the license on the second anniversary of the date the initial license is issued

☐ $75,000 for renewal of the license on the fourth anniversary of the date the initial license is issued

☐ $50,000 for renewal of the license on the sixth anniversary of the date the initial license is issued

☐ $25,000 for renewal of the license on the eighth anniversary of the date the initial license is issued

☐ Not required, Explain _____

☒ Exempt - Governmental Entity

Legal Entity Name: Williamson County EMS

10-G: Medicaid Provider Surety Bond

EMS providers are required to provide a surety bond as a condition of participation in the Medicaid program and as required by the Texas Health and Humans Services Commission. An EMS provider that is directly operated by a governmental entity is exempt from this section.

☐ **Yes** ☐ **No** ■ **Exempt (Governmental Entity)**

If No, please explain: _____

Bond Number: _____

Bond Effective Date: _____

Name of institution issuing bond and contact telephone number:

_____

10-H: EMS Personnel:

Compensation Status:

■ Paid/Non-Volunteer ☐ Volunteer ☐ Mixed (*You may check only one.)*

■ I attest on behalf of the legal entity mentioned above, that all licensed or certified EMS personnel have completed a juris prudence examination approved by DSHS.

----or ----

☐ I attest on behalf of the legal entity mentioned above, that all licensed or certified EMS personnel have **NOT** completed a juris prudence examination approved by DSHS but will ensure that all EMS Personnel will complete upon the renewal of their EMS Personnel Certification.

10-I: Medicare and/or Medicaid Eligibility

■ I attest on behalf of the legal entity mentioned above, that the entity, applicant, management staff, medical director and/or employees are not excluded from participation in the Medicare and/or Medicaid program.

Legal Entity Name: Williamson County EMS

10-J: Headquarters/Physical Primary Location:

☒ I attest on behalf of the legal entity mentioned above, that no other licensed EMS Provider is located at the Headquarters/Primary Physical Location Street Address.

☒ I attest on behalf of the legal entity mentioned above, that the entity owns or has a lease agreement for the Headquarters/Primary Physical Location address.

☒ I attest on behalf of the legal entity mentioned above, that the entity understands it must have permission from DSHS to relocate from the Headquarters/Primary Physical Location address prior to moving.

10-K: Medical Equipment:

☒ I attest on behalf of the legal entity mentioned above, that the entity owns or has a lease for all of the medical equipment that will be used.

☒ I attest on behalf of the legal entity mentioned above, that the entity has enough medical equipment so that each vehicle has its own set of medical equipment to operate at the level authorized by DSHS.

10-L: Vehicles:

☒ I attest on behalf of the legal entity mentioned above, that the entity owns or has a lease for all of the vehicles that will be used.

☒ I attest on behalf of the legal entity mentioned above, that the entity and/or management staff understand that authorized vehicles are considered response ready unless the vehicle is designated as being **out of service** using the form provided by the department.

10-M: Medical Records:

☒ I attest on behalf of the legal entity mentioned above, that the entity has a plan for the going out of business to ensure the maintenance of the medical records.

Legal Entity Name: Williamson County EMS

10-N: Knowledge and Experience:

☒ I attest on behalf of the legal entity mentioned above, that the applicant, including its management staff possesses sufficient professional experience and qualifications related to EMS including: having at least one year of experience each in emergency medical dispatch processes, EMS billing processes, medical control accountability, and quality improvement processes for EMS operations.

10-O: Management Staff:

☒ I attest on behalf of the legal entity mentioned above, that the entity and/or management staff have read the Texas Emergency Healthcare Act and the Texas Administrative Code 157.

10-P: Trauma Service Area (TSA) – Regional Advisory Council (RAC):

☒ I attest on behalf of the legal entity mentioned above, that the entity or its management staff participate in a Regional Advisory Council.

10-Q: RESPONSE HOURS OF OPERATION

☒ I attest on behalf of the legal entity mentioned above, the entity provides 24/7/365 of their declared service.

--- OR---

☐ I attest on behalf of the legal entity mentioned above, is **NOT** available 24/7/365 and has written agreements with other EMS providers for coverage of their declared service area and has notified all the emergency service agencies in the designated service area.

10-R: Expansion by an EMS Provider

☒ I attest on behalf of the legal entity mentioned above, that the entity and its management staff understand that an EMS provider is prohibited from expanding operations to or stationing any EMS vehicles in a municipality or county other than the municipality or county from which the provider obtained the letter of approval under until after the second anniversary of the date the provider's initial license was issued, unless the expansion or stationing occurs in connection with:
(A) a contract awarded by another municipality or county for the provision of EMS;
(B) an emergency response made in connection with an existing mutual aid agreement; or (C) an activation of a statewide emergency or disaster response by the department.

Legal Entity Name: Williamson County EMS

10-S: Station Locations:

☒ I attest on behalf of the legal entity mentioned above, the legal entity mentioned above has stations locations.

10-T: Insurance:

☒ I attest on behalf of the legal entity mentioned above, understand that the entity must maintain motor vehicle liability insurance as required under the Texas Transportation Code.

☒ I attest on behalf of the legal entity mentioned above, understand that the entity must maintain professional liability insurance coverage in the minimum amount of $500,000 per occurrence, or as necessary per state law during the license period.

Section 11 – Service Area

Provide the City(s) and County(s) you plan to operate in. If you need more space Please provide all of the required information on a separate piece of paper.
☐ Additional Sheet(s) attached:

1.	**City:**	Austin	**County:**	Williamson
2.	**City:**	Bartlett	**County:**	Williamson
3.	**City:**	Cedar Park	**County:**	Williamson
4.	**City:**	Copeland	**County:**	Williamson
5.	**City:**	Florence	**County:**	Williamson
6.	**City:**	Granger	**County:**	Williamson
7.	**City:**	Hutto	**County:**	Williamson
8.	**City:**	Jarrell	**County:**	Williamson

Williamson County Emergency Medical Services
Provider License Application 2024

Declaration Form (Continued)
Service Area

Williamson County EMS provides service to all incorporated and unincorporated areas within the borders of Williamson County.

City	County
Leander	Williamson
Liberty Hill	Williamson
Round Rock	Williamson
Taylor	Williamson
Thrall	Williamson
Weir	Williamson

Legal Entity Name: Williamson County EMS

Section 12 –Governmental Recognition

List and attach recognition from governmental entities. This section does not apply to renewal of an emergency medical services provider license or a municipality, county, emergency services district, hospital, or emergency medical services volunteer provider organization in this state that applies for an emergency medical services provider license. If you need more space, please provide all of the required information on a separate piece of paper. Additional Sheet(s) attached: ☐

1.	**City:**		**County:**	
2.	**City:**		**County:**	
3.	**City:**		**County:**	
4.	**City:**		**County:**	
5.	**City:**		**County:**	
6.	**City:**		**County:**	
7.	**City:**		**County:**	
8.	**City:**		**County:**	

Section 13 – Addresses

Headquarters/Physical Primary Location Street Address:

Address:	3189 SE Inner Loop				
City:	Georgetown				
County:	Williamson	**State:**	TX	**Zip:**	78626
Telephone #:	(512) 943-1264	**Fax #:**	(512) 943-1269		

Headquarters/Physical Primary Location Business Hours

Please list the days and hours of normal operation or a designated day and time when personnel are present so the public may ask questions.

Monday - Friday 8:00 AM - 5:00 PM

☒ I attest on behalf of the legal entity mentioned above, these hours are posted for public viewing on the outside of the building.

Legal Entity Name: Williamson County EMS

Business Mailing Address:					
Address:	PO Box 873				
City:	Georgetown				
County:	Williamson	**State:**	TX	**Zip:**	78627
Telephone #:	(512) 943-1264	**Fax #:**	(512) 943-1269		

Records Location Street Address: ■ Same as headquarters					
Address:					
City:					
County:		**State:**		**Zip:**	
Telephone #:		**Fax #:**			

Billing Office Street Address: ☐ Same as headquarters					
Dispatching Agency:					
Address:	PO Box 863				
City:	Lewisville				
County:	Forsyth	**State:**	NC	**Zip:**	27023
Telephone #:	(336) 714-9091	**Fax #:**	(336) 397-2467		

Dispatch Location Street Address: ☐ Same as headquarters					
Dispatching Agency:	Williamson County Emergency Communications				
Address:	911 Tracy Chambers Lane				
City:	Georgetown				
County:	Williamson	**State:**	TX	**Zip:**	78626
Telephone #:	(512) 864-8282	**Fax #:**	(512) 864-8369		

Legal Entity Name: Williamson County EMS

Section 14 – Ownership & Type of Legal Entity

Complete the following to indicate the type of legal entity and responsible persons:

- ☒ **Government Entity**
- ☐ **Unincorporated Association of People**
- ☐ **Sole Proprietorship**
- ☐ **Partnership/General Partnership**
- ☐ **Corporation**
- ☐ **Limited Liability Company**
- ☐ **Limited Partnership**
- ☐ **Limited Liability Partnership**
- ☐ **Other *(must explain)*** _____

Please complete this information for all officers, general partners and limited partners of the legal entity. Government Entities should complete this information for the chief elected official (i.e. city mayor or county judge) or appointed officials that are responsible for the entity (i.e. emergency service district or hospital district board members).

Name: William Walker Gravell Jr.

Title: County Judge

Mailing address: 710 S. Main Street

City: Georgetown **State:** TX **Zip:** 78626

Name: _____

Title: _____

Mailing address: _____

City: _____ **State:** _____ **Zip:** _____

Name: _____

Title: _____

Mailing address: _____

City: _____ **State:** _____ **Zip:** _____

☐ **Additional Persons are listed on separate sheet attached.**

Legal Entity Name: Williamson County EMS

Section 15 – Signature Unsworn Declaration

On behalf of the above named legal entity, I hereby affirm and declare I am authorized to make this Emergency Medical Services Provider application and/or declaration and all information submitted on this form and any supplemental documents are true and correct. I attest and understand the legal entity and I are accountable and responsible for the accuracy of all answers and statements on this form. I attest the legal entity listed on this form meets all requirements for the type of license requested. Further, I understand it is a Class A misdemeanor violation of Texas Penal Code Sec. 37.10 to submit a false statement to a governmental agency. I have read and understand Health and Safety Code Chapter 773 and Texas Administrative Code Title 25, Chapter 157, and agree to adhere to those statutes rules, and all other applicable statutes and rules.

Signature of Administrator of Record

Signature of CEO/Owner

Michael J. Knipstein

Printed Name of Administrator of Record

William W. Gravell Jr.

Printed Name of CEO/Owner

My name is Michael J. Knipstein, my date of birth is [redacted]

and my address is 3189 SE Inner Loop, Georgetown, TX, 78626
(Street) (City) (State) (Zip Code)

and USA (Country). I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 12 day of December (Month), 2023 (Year).

Kaaren Thoene

Signature of Declarant

KAAREN THOENE
Notary Public, State of Texas
Expires FEBRUARY 6, 2026
I.D. # 1136346-4

Commissioners Court - Regular Session **58.**

Meeting Date: 12/19/2023

Approval of Purchase of Tabulation Hardware and Election Services from Election Systems & Software for Elections Department

Submitted For: Joy Simonton **Submitted By:** Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Agreement #202494 from Election Systems & Software for Williamson County Elections to purchase Tabulation Hardware and Installation Services for the total amount of $242,205.00, pursuant to BuyBoard Contract #710-23.

Background

The approval of this purchase will benefit the Williamson County Elections Department with the purchase of DS300 Poll Place Scanner and Tabulator equipment, Tabulator installation and shipping and handling. Additionally the purchase will upgrade the existing DS200 scanners to the level of DS300 scanners. Funding Source is 01.0378.0378.005742 as per FY24 budget. The department point of contact is Judith Ritchie. Form 1295 is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ES&S Tabulation Hardware Purchase

Form 1295 ES&S Inc

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/13/2023 04:03 PM
County Judge Exec Asst.	Becky Pruitt	12/13/2023 04:10 PM
Form Started By: Misty Brooks		Started On: 12/12/2023 02:11 PM
Final Approval Date: 12/13/2023		

Maintaining voter confidence. Enhancing the voter experience.

Williamson County, Texas
Purchase Proposal Quote - Texas BuyBoard Contract # 710-23
Submitted by Election Systems & Software

Purchase Solution Includes:

Quantity	Item Description	Unit Price	Extended Price
	Tabulation Hardware		
	DS300 Poll Place Scanner and Tabulator:		
30	DS300 (Includes Internal Backup Battery, Paper Roll and One (1) Standard 4GB Memory Device)	$5,995.00	$179,850.00
30	DS300 Ballot Box with Power Supply and AC Cord	$880.00	$26,400.00
30	Tote Bin	$395.00	$11,850.00
30	#2 Ballot Box Lock	$11.00	$330.00
	DS200 Poll Place Scanner and Tabulator:		
115	DS200 4GB CFAST Card	$75.00	$8,625.00
	Election Services		
X	Tabulation Equipment Installation		$3,750.00
X	1 Year Hardware and Software Warranty		Included
X	Estimated Shipping and Handling		$11,400.00
	Total Purchase Solution		**$242,205.00**

Payment Terms

Amount due within thirty (30) calendar days of contract execution:	$121,102.50
Amount due within thirty (30) calendar days of delivery of Hardware and/or Software:	$121,102.50

Footnotes:

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for thirty (30) days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
4. Subject to state, municipal, jurisdictional, provincial or territory laws to the contrary, the above pricing information is confidential, proprietary and trade secret information of ES&S and is intended only for the use of the individual or entity to which the document is directed to. This information may not be disclosed or reproduced either publicly or to any other individual or entity without the prior written authorization of ES&S.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1099247

Date Filed:
11/30/2023

Date Acknowledged:
11/30/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ELECTION SYSTEMS & SOFTWARE, LLC
Omaha, NE United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202494
Tabulation Hardware and Election Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
GOVERNMENT SYSTEMS, SOFTWARE & SERVICES, INC.	Omaha, NE United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1099247

Date Filed:
11/30/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ELECTION SYSTEMS & SOFTWARE, LLC
Omaha, NE United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202494
Tabulation Hardware and Election Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
GOVERNMENT SYSTEMS, SOFTWARE & SERVICES, INC.	Omaha, NE United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jared Plath, and my date of birth is [redacted].

My address is 11208 John Galt Blvd. (street), Omaha (city), NE (state), 68137 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Douglas County, State of Nebraska, on the 30 day of November (month), 20 23 (year).

Jared Plath

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **59.**

Meeting Date: 12/19/2023

Approval of Construction Services Agreement with Falkenberg Construction Company, Inc for Parks Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the construction services agreement #202503 with Falkenberg Construction Company, Inc for Williamson County Southwest Regional Park Stadium, Splashpad and Tennis Restroom Interior Renovations in the amount of Five Hundred Ninety-Seven Thousand One Hundred Ninety and 58/100 Dollars ($597,190.58) pursuant to Buyboard Contract #581-19, and authorize execution of the agreement.

Background

This construction project is to provide Williamson County Southwest Regional Park Stadium, Splashpad and Tennis Restroom Interior Renovations located at 3005 County Road 175, Leander, TX. Detailed scope is attached. The funding source is 01.0100.3103.004509 and the department point of contact is Keith Greer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Contract

Form 1295- Falkenberg

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	12/14/2023 09:55 AM
County Judge Exec Asst.	Becky Pruitt	12/14/2023 09:58 AM
Form Started By: Johnny Grimaldo		Started On: 12/13/2023 11:20 AM
Final Approval Date: 12/14/2023		

Agreement for Construction Services

(Cooperative Contract - Buy Board 581-19)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Falkenberg Construction Company, Inc. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of the Williamson County Southwest Regional Park Stadium, Splashpad and Tennis Restroom Interior Renovations (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Five Hundred Ninety-Seven Thousand One Hundred Ninety and 58/100 Dollars ($597,190.58)** in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS; SCOPE OF WORK: The Work shall be performed pursuant to and in accordance with the plans and specifications and scope of work attached hereto as **Exhibit "A"**, as well as any revisions made thereto.

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **one hundred fifty (150) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

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

4.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five Hundred Dollars ($500.00) per day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.

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

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

ARTICLE 5 PAYMENT:

5.1 Schedule Of Values

Contractor shall submit to the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Price to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

5.2 Applications For Payment

5.2.1 Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from subcontractors and material suppliers and shall reflect retainage if provided for in the Agreement.

5.2.1.1 Such applications may include requests for payment on account of changes in the Work that have been properly authorized by written Change Orders.

5.2.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay.

5.2.1.3 If requested by Owner or required elsewhere in the Agreement, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a. With each Application for Payment: a current Sworn Statement from the Contractor setting forth all subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;
b. With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;
c. Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than five thousand dollars ($5,000) on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;
d. With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284; and
e. Such other information, documentation, and materials as the Owner, or the title insurer (if any) may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in

Williamson County, Texas.

5.2.2 Unless otherwise provided in the Agreement, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

5.2.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

5.2.3.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this paragraph), provided the Owner has paid Contractor pursuant to the requirements of the Agreement. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

5.2.3.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this paragraph, including, without limitation, the duty to defend and indemnify Owner.

5.2.3.3 Retainage. The Owner shall withhold from each progress payment, as retainage, five percent (5%) of the total earned amount. Retainage so withheld shall be managed in conformance with Texas Government Code, Chapter 2252, Subchapter B. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least sixty-five percent (65%) of the total Contract Price.

5.2.3.4 For purposes of Texas Government Code, §2251.021 (a)(2), the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

5.3 Certificates For Payment

5.3.1 The Owner will, within seven (7) business days after receipt of the Contractor's Application for Payment, issue a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner determines is properly due, or notify the Contractor in writing of the Owner 's reasons for withholding certification in whole or in part as provided.

5.3.2 The issuance of a Certificate for Payment will constitute a representation by the Owner, based on the Owner's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Owner's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Agreement. The foregoing representations are subject to an evaluation of the Work for conformance with the Agreement upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Agreement prior to completion and to specific qualifications expressed by the Owner. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Owner has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price.

5.4 Decisions To Withhold Certification

5.4.1 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations to the Owner required herein cannot be made. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that can be certified. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss for which the Contractor is responsible because of:

5.4.1.1 defective Work not remedied;
5.4.1.2 third party claims filed or reasonable evidence indicating probable filing of such claims;
5.4.1.3 failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
5.4.1.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the

Contract Price;

5.4.1.5 damage to the Owner or a separate contractor;

5.4.1.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

5.4.1.7 failure to comply with the requirements of Texas Government Code, Chapter 2258 (Prevailing Wage Law);

5.4.1.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

5.4.1.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Agreement; or

5.4.1.10 repeated failure to carry out the Work in accordance with the Agreement.

5.4.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

5.5 Progress Payments

5.5.1 The Owner shall make payment in the manner and within the time provided in the Agreement and in accordance with Texas Government Code, Chapter 2251.

5.5.2 The Contractor shall pay each subcontractor and material and equipment suppliers no later than ten (10) calendar days after receipt of payment from the Owner the amount to which the subcontractor or material and equipment suppliers is entitled. Payments to subcontractors may reflect the percentages actually retained from payments to the Contractor on account of the subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to Sub-subcontractors in a similar manner.

5.5.3 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) calendar days, the Owner shall have the right to contact subcontractors to ascertain whether they have been properly paid. The Owner shall not have an obligation to pay or to see to the payment of money to a subcontractor, except as may otherwise be required by law.

5.5.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Agreement.

5.6 Failure Of Payment

5.6.1 If the Owner is required to issue Certificates for Payment and, through no fault of the Contractor, the Owner fails to timely issue Certificates for Payment in the time permitted in the Agreement, or if the Owner does not pay the Contractor by the date established in the Agreement, then the Contractor may, upon twenty-one (21) business days written notice to

the Owner, stop the Work until payment of the amount owing has been received.

5.6.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Agreement, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Agreement to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Price and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Price by an amount equal to that which the Owner is entitled.

5.7 Substantial Completion

5.7.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Agreement so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

5.7.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Agreement.

5.7.3 Upon receipt of the Contractor's punch list, the Owner will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Agreement, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Contractor shall then submit a request for another examination by the Owner to determine Substantial Completion.

5.7.4 When the Work or designated portion thereof is substantially complete, the Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within thirty (30) calendar days of Substantial Completion. Warranties required by the Agreement shall commence on the date of Substantial Completion of the Work or designated portion thereof

unless otherwise provided in the Certificate of Substantial Completion.

5.7.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate of Substantial Completion. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

5.8 Partial Occupancy or Use

5.8.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Agreement. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner as provided herein. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

5.8.2 Immediately prior to partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

5.8.3 Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Agreement.

5.9 Final Completion and Final Payment

5.9.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will make such inspection and, when the Owner finds the Work acceptable under the Agreement and the Agreement fully performed, the Owner will issue a final Certificate for Payment for the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. All warranties and guarantees required under or pursuant to the Agreement shall be assembled and delivered by the Contractor to the Owner as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.

5.9.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by Texas Government Code, Chapter 2251, (2) a certificate evidencing that insurance required by the Agreement to remain in force after

final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) business days prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Agreement, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Agreement, to the extent and in such form as may be designated by the Owner.

5.9.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

6.5 Insurance. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt

of notice of breach from the Owner. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.

6.5.1 The Contractor shall provide and maintain, until the Work covered in the Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

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

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

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

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

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

.5 Builder’s Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of

terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

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

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions, if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

.6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

.7 Umbrella coverage in the amount of not less than $5,000,000.

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

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

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

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

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project.

"Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

(b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
(c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
(d) obtain from each other person with whom it contracts, and provide to the Contractor:

i. a certificate of coverage, prior to the other person beginning work on the Project; and
ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

6.5.3 If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

6.5.4 Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

6.5.5 **The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies.** These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

6.5.7 Owner reserves the right to review the insurance requirements set forth herein during the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

6.5.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

6.5.10 Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

ARTICLE 7 INDEMNITY:

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

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

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY:

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 PREVAILING WAGE RATE:

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

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

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

9.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

9.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to previsions above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and

occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

9.4 Complaints of Violations of Prevailing Wage Rates. Within thirty-one (31) days of receipt of information concerning a violation of Texas Government Code, Chapter 2258, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15^{th}) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11^{th}) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

9.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

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

release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

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

ARTICLE 10 BONDS:

10.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.3 Warranty Bond. Upon Final Completion, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in the Agreement.

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENTf

11.1 Termination by Contractor

If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

11.1.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

11.1.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

11.1.3 Because the Owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in the Agreement, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Agreement; or

11.1.4 If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;
11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;
11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;
11.2.1.4 Fails to perform any of its obligations under the Agreement;
11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;
11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;
11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or
11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

11.2.2 When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

11.2.3 When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 11.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

11.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

11.3.2 The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 11.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:

11.3.2.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

11.3.2.2 that an equitable adjustment is made or denied under another provision of the Agreement.

11.4 Termination by the Owner for Convenience

11.4.1 The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

11.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

11.4.2.1 Cease operations as directed by the Owner in the notice;
11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

11.4.3 Upon Owner's termination for convenience, costs of the Work executed, including reasonable overhead and profit, incurred to and including the date of termination, will be due and payable to Contractor in accordance with the Agreement.

ARTICLE 12 MISCELLANEOUS PROVISIONS:

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

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

12.3 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this

Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

12.8 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

12.9 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

12.10 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

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

12.13 Entire Agreement & Incorporated Documents; Conflicting Terms. This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications; Scope of Work;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract - Buy Board 581-19; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications; Scope of Work;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract - Buy Board 581-19; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	FALKENBERG CONSTRUCTION COMPANY, INC.
By: _____	By: box SIGN 186YXLLK-4YWQ9L28 _____
Printed Name: _____	Printed Name: John E. Castro
Title: _____	Title: President
Date: _____	Date: Dec 11, 2023

Exhibit "A"

Plans and Specifications; Scope of Work

Article I. ***Stadium Complex Restrooms***

Clean and prep existing floor as needed for new epoxy
Install new 100% solids pigmented epoxy product w/ full broadcast of color flakes Install (1) one coat of clear 85% solids fast curing polyaspartic sealer coat
Demo existing and install new solid plastic partitions w/hooks
Demo existing and install new solid plastic urinal screens in men's restroom Demo existing mirrors and install new
Cut out existing CMU block as needed and shore the temporary opening
Demo and provide/install new wall mounted water closets w/manual flush valves Demo and provide/install new wall mounted urinals w/manual flush valves Demo and install new spring-loaded manual operation faucets
Replace faulty 2" ball valve with heavy duty gate valve with square actuator & round ductile box Install new Restroom appliances, TP dispensers, Sanitary Napkin receptacle, soap dispenser Demo existing countertops, faucets, sinks and millwork
Provide and install new solid surface countertops with integral sinks Provide and install new laminate base with ADA compliant approach
Demo existing light fixtures within restrooms and concession stand
Provide and install new LED exterior light fixtures
Power wash, clean and paint all walls and structural steal on the interior Provide and install two(2) new doors, frames and hardware, finish as needed Demo existing drinking fountain and turn over to WilCo
Provide and install new bottle filler per submittals(color TBD)
Install a new standard water meter within the chase to read the fountain if desired Repair existing masonry as needed to allow for new fountain

Article II. ***Splashpad Complex Restrooms***

Clean and prep existing floor as needed for new epoxy
Install new 100% solids pigmented epoxy product w/ full broadcast of color flakes Install (1) one coat of clear 85% solids fast curing polyaspartic sealer coat
Demo existing and install new solid plastic partitions w/hooks

Demo existing and install new solid plastic urinal screens in men's restroom Demo existing mirrors and install new
Cut out existing CMU block as needed and shore the temporary opening
Demo and provide/install new wall mounted water closets w/manual flush valves Demo and provide/install new wall mounted urinals w/manual flush valves Demo and install new spring-loaded manual operation faucets
Install new Restroom appliances, TP dispensers, Sanitary Napkin receptacle, soap dispenser Demo existing countertops, faucets, sinks and millwork
Provide and install new solid surface countertops with integral sinks Provide and install new laminate base with ADA compliant approach
Power wash, clean and paint all walls and structural steal on the interior Provide and install two(2) new doors, frames and hardware, finish as needed Demo existing drinking fountain and turn over to WilCo
Provide and install new bottle filler per submittals(color TBD)
Install a new standard water meter within the chase to read the fountain if desired Repair existing masonry as needed to allow for new fountain

Article III. ***Tennis Complex Restrooms***

Clean and prep existing floor as needed for new epoxy
Install new 100% solids pigmented epoxy product w/ full broadcast of color flakes Install (1) one coat of clear 85% solids fast curing polyaspartic sealer coat
Demo existing and install new solid plastic partitions w/hooks
Demo existing and install new solid plastic urinal screens in men's restroom Demo existing mirrors and install new
Cut out existing CMU block as needed and shore the temporary opening
Demo and provide/install new wall mounted water closets w/manual flush valves Demo and provide/install new wall mounted urinals w/manual flush valves Demo and install new spring loaded manual operation faucets
Replace faulty 2" ball valve with heavy duty gate valve with square actuator & round ductile box Install new Restroom appliances, TP dispensers, Sanitary Napkin receptacle, soap dispenser Demo existing countertops, faucets, sinks and millwork
Provide and install new solid surface countertops with integral sinks Provide and install new laminate base with ADA compliant approach
Demo existing light fixtures within chase
Provide and install new LED exterior light fixtures within chase
Power wash, clean and paint all walls and structural steal on the interior Provide and install two(2) new doors, frames and hardware,

finish as needed Demo existing drinking fountain and turn over to
WilCo
Provide and install new bottle filler per submittals(color TBD)
Install a new standard water meter within the chase to read the fountain if desired

Exclusions: The Plans and Specifications; Scope of Work shall not include the following:

Sales tax, overtime, permit fees Any work below slab
Preconstruction audit to verify below slab piping functionality(Responsibility of Williams County)
Providing cores or keys for hardware
Any work to exterior structural steal
Any work within concession stand other than light fixtures Any roof work
Any work not included hereinabove

Cost Estimate Report

Williamson County

Date: 11/17/2023

3005 Co Rd 175

Wilco_SWRP Stadium Splashpad & Tennis

Year 2023 Quarter 4

Unit Detail Report

Prepared By: Triston Moore FALKENBERG CONSTRUCTION CO

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01	**General Requirements**				
015433406410	Rent toilet portable chemical, Incl. Hourly Oper. Cost.	126.00	Day	$29.71	$3,743.46
015433406410	Rent toilet portable chemical, Incl. Hourly Oper. Cost.	126.00	Day	$29.71	$3,743.46
015626500100	Temporary fencing, chain link, 6' high, 11 ga	400.00	L.F.	$8.42	$3,368.00
017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	4.00	M.S.F.	$67.24	$268.96
017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	4.00	M.S.F.	$91.98	$367.92
017613200020	Temporary protection, flooring, taped seams, 1/8" tempered hardboard	3,200.00	S.F.	$1.15	$3,680.00
Division 01	**General Requirements Subtotal**				**$15,171.80**
Division 02	**Existing Conditions**				
024113175300	Demolish, remove pavement & curb, remove concrete, rod reinforced, to 6" thick, excludes hauling and disposal fees	8.00	S.Y.	$23.97	$191.76
024113175590	Demolish, remove pavement & curb, patio/carport, excludes hauling, foundation, minimum labor/equipment charge	3.00	Job	$798.05	$2,394.15
024113233390	Utility removal, pipe, remove, excludes excavation, hauling, minimum labor/equipment charge	3.00	Job	$739.12	$2,217.36
024113301000	Minor site demolition, masonry walls, block, solid, excludes hauling	1,600.00	C.F.	$3.49	$5,584.00
024113304220	Minor site demolition, sidewalk, concrete, mesh reinforced, 6" thick, remove, excludes hauling	8.00	S.Y.	$19.73	$157.84
024113304290	Minor site demolition, masonry pavers, excludes hauling, minimum labor/equipment charge	3.00	Job	$336.57	$1,009.71
024113360100	Selective demolition, utility valves & accessories, utility valves, 4"-12", excludes excavation	2.00	Ea.	$487.50	$975.00
024113360600	Selective demolition, utility valves & accessories, utility curb boxes, excludes excavation	2.00	Ea.	$97.50	$195.00

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
024119161200	Selective demolition, cutout, concrete, slab on grade, bar reinforced, to 6" thick, under 8 S.F., excludes loading and disposal	100.00	S.F.	$44.22	$4,422.00
024119168500	Selective demolition, cutout, remove, minimum labor/equipment charge	3.00	Job	$146.25	$438.75
024119190840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	19.00	Week	$850.00	$16,150.00
024119192040	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, hand carried, cost to be added to demolition cost	160.00	C.Y.	$71.18	$11,388.80
024119192080	Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, hand carried, cost to be added to demolition cost	160.00	C.Y.	$33.15	$5,304.00
024119213000	Selective demolition, gutting, building interior, includes disposal, excludes dumpster fees, minimum labor/equipment charge	3.00	Job	$844.32	$2,532.96
024119251220	Selective demolition, saw cutting, masonry walls, block, solid, per inch of depth	120.00	L.F.	$10.87	$1,304.40
024119259000	Selective demolition, saw cutting, minimum labor/equipment charge	3.00	Job	$356.55	$1,069.65
Division 02	**Existing Conditions Subtotal**				**$55,335.38**
Division 03	**Concrete**				
030130620100	Patching concrete, floors, small area, regular grout, 1/4" thick	100.00	S.F.	$3.95	$395.00
030130629000	Patching concrete, minimum labor/equipment charge	3.00	Job	$95.93	$287.79
030505101910	Selective concrete demolition, minimum labor/equipment charge	3.00	Job	$1,133.85	$3,401.55
031113659000	C.I.P. concrete forms, slab on grade, minimum equipment/labor charge, includes erecting, bracing, stripping and cleaning	3.00	Job	$213.12	$639.36
033053404700	Structural concrete, in place, slab on grade (3500 psi), 6" thick, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), and placing, excludes finishing	8.00	C.Y.	$288.84	$2,310.72
033053409000	Structural concrete, in place, minimum labor/equipment charge	3.00	Job	$1,095.00	$3,285.00
033113709000	Structural concrete, placing, minimum equipment/labor charge, includes leveling (strike off) & consolidation	3.00	Job	$1,384.07	$4,152.21
033513300150	Concrete finishing, fresh concrete flatwork, floors, basic finishing for unspecified flatwork, bull float, manual float & broom finish, incl edging and joints, excl placing, striking off & consolidating	100.00	S.F.	$0.78	$78.00
033513309100	Concrete finishing, minimum labor/equipment charge, excl placing, striking off & consolidating	3.00	Job	$722.70	$2,168.10
033543100130	Polished concrete floors, processing of interior floors, removal of paint, epoxy, 2 coats, includes dry grinding with planetary floor grinder, dry vac pick-up, hand sweeping	12.00	M.S.F.	$979.11	$11,749.32
033543100210	Polished concrete floors, processing of interior floors, grinding and edging with diamond/metal matrix, 40-grit, includes wet grinding, wet vac pick-up, auto scrubbing between grit changes	12.00	M.S.F.	$1,520.44	$18,245.28

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
033543100540	Polished concrete floors, processing of interior floors, honing and edging with diamond/resin matrix, 400-grit, includes dry honing, dry vac pick-up, hand sweeping between grit changes	12.00	M.S.F.	$892.85	$10,714.20
038113500500	Concrete sawing, concrete slabs, rod reinforced, up to 3" deep, includes blade cost, layout and set up time	100.00	L.F.	$2.22	$222.00
038113500520	Concrete sawing, concrete, existing slab, rod reinforced, for each additional inch of depth over 3", includes blade cost, layout and set up time	100.00	L.F.	$0.73	$73.00
038113500590	Selective demolition, concrete slab cutting/sawing, minimum labor/equipment charge	3.00	Job	$822.22	$2,466.66
038116500800	Concrete sawing, concrete walls, plain, per inch of depth, hydraulic saw	900.00	L.F.	$8.90	$8,010.00
038116500890	Selective demolition, concrete cutting, wall, minimum labor/equipment charge	3.00	Job	$1,106.29	$3,318.87
Division 03 Concrete Subtotal					**$71,517.06**
Division 04 Masonry					
040120200320	Pointing masonry, tuck, cut and re-point, hard mortar, common bond	950.00	S.F.	$7.02	$6,669.00
040120201020	Pointing masonry, re-point, mask and grout method, common bond	200.00	S.F.	$6.50	$1,300.00
040120209000	Pointing masonry, minimum labor/equipment charge	3.00	Job	$156.21	$468.63
040120300300	Pointing masonry, cut and re-point block, hard mortar, running bond	200.00	S.F.	$2.86	$572.00
040120400050	Sawing masonry, brick or block, by hand, per inch depth	900.00	L.F.	$4.14	$3,726.00
040120410110	Unit masonry stabilization, structural repointing method, cut/grind mortar joint	300.00	L.F.	$1.95	$585.00
040120509000	Toothing masonry, minimum labor/equipment charge	3.00	Job	$95.25	$285.75
040120520200	Cleaning masonry, new construction, light construction dust, by chemical, brush and rinse, excludes scaffolding	1,800.00	S.F.	$0.94	$1,692.00
040120529000	Cleaning masonry, minimum labor/equipment charge	3.00	Job	$947.12	$2,841.36
040505109000	Selective demolition, masonry, minimum labor/equipment charge	3.00	Job	$210.60	$631.80
040513300300	Mortar, masonry cement, 1:3 mix, type O	100.00	C.F.	$14.12	$1,412.00
040519260015	Masonry reinforcing bars, #3 and #4 reinforcing steel bars, placed horizontally, ASTM A615	800.00	Lb.	$1.94	$1,552.00
040519260050	Masonry reinforcing bars, #3 and #4 reinforcing steel bars, placed vertically, ASTM A615	800.00	Lb.	$2.27	$1,816.00
040519260700	Masonry reinforcing bars, ladder type steel joint reinforcing, mill standard galvanized, 8" wall, 9 ga. sides, 9 ga. ties	3.00	C.L.F.	$41.56	$124.68
042210103600	Concrete block, hollow, normal weight, 2000 psi, 12" x 8" x 16", includes material only	0.00	Ea.	$3.13	$0.00
042210236100	Concrete block, decorative, split face or scored split face, 2000 psi, 4" x 8" x 16", excludes scaffolding, grout and reinforcing	900.00	S.F.	$10.26	$9,234.00
042210239000	Concrete block, decorative, minimum labor/equipment charge	1.00	Job	$416.29	$416.29

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
042210249000	Concrete block, exterior, minimum labor and equipment charge	3.00	Job	$416.29	$1,248.87
Division 04	**Masonry Subtotal**				**$34,575.38**
Division 06	**Wood, Plastics and Composites**				
060505201500	Selective demolition, millwork and trim, counter top, straight runs	100.00	L.F.	$3.46	$346.00
060505209000	Selective demolition, millwork and trim, minimum labor and equipment charge	3.00	Job	$86.40	$259.20
061110022740	2" x 4" miscellaneous wood blocking, to steel construction, per M.B.F.	1.00	M.B.F.	$4,835.03	$4,835.03
061110022780	2" x 8" miscellaneous wood blocking, to steel construction, per M.B.F.	1.20	M.B.F.	$4,116.35	$4,939.62
061110029000	Miscellaneous wood blocking, minimum labor/equipment charge	3.00	Job	$107.32	$321.96
061110249000	Wood framing, miscellaneous, minimum labor/equipment charge	3.00	Job	$107.32	$321.96
061813209000	Laminated framing, minimum labor/equipment charge	3.00	Job	$1,856.11	$5,568.33
Division 06	**Wood, Plastics and Composites Subtotal**				**$16,592.10**
Division 07	**Thermal and Moisture Protection**				
079213204100	Joint sealants, caulking and sealants, silicone rubber, bulk	3.00	Gal.	$90.70	$272.10
Division 07	**Thermal and Moisture Protection Subtotal**				**$272.10**
Division 08	**Openings**				
080111101130	Door & window maintenance, install door	6.00	Ea.	$60.50	$363.00
080505100202	Door demolition, exterior door, single, 3' - 6" x 7' high, 1-3/4" thick, remove	6.00	Ea.	$27.05	$162.30
080505102000	Door demolition, door frames, metal, remove	6.00	Ea.	$50.31	$301.86
080505102205	Door demolition, door hardware, remove	6.00	Ea.	$8.82	$52.92
080505109000	Door demolition, minimum labor/equipment charge	3.00	Job	$100.63	$301.89
081116109000	Doors & frames, minimum labor/equipment charge	3.00	Job	$199.06	$597.18
081213131000	Frames, steel, knock down, hollow metal, single, 16 ga., up to 4-7/8" deep, 3'-0" x 7'-0"	6.00	Ea.	$293.55	$1,761.30
081213139000	Frames, hollow metal, minimum labor/equipment charge	3.00	Job	$100.07	$300.21
081313130100	Doors, hollow metal, commercial, steel, flush, full panel, hollow core, 1-3/8" thick, 20 ga., 3'-0" x 7'-0"	6.00	Ea.	$351.47	$2,108.82
087120152600	Door hardware, school, single, classroom, ANSI F88, complete set incl. lever	6.00	Door	$931.96	$5,591.76
087120301520	Door hardware, door closer, rack and pinion, backcheck, overhead concealed, all sizes, regular arm	6.00	Ea.	$416.91	$2,501.46
087120411420	Door hardware, deadbolt lock, single cylinder	6.00	Ea.	$152.18	$913.08

LineNumber		Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
087120950040		Door hardware, kick plate, stainless steel, .05", 16 ga, 8" x 34"	6 00	Ea.	$85 47	$512.82
Division 08	**Openings Subtotal**					**$15,468.60**
Division 09	**Finishes**					
090190920510		Paint preparation, surface protection, placement & removal, basic drop cloths	2,200.00	S.F.	$0.06	$132.00
090190930670		Surface preparation, exterior, siding, scrape & sand, Texture 1-11, heavy	8,400.00	S.F.	$1.01	$8,484.00
090190940750		Surface preparation, interior, walls, wash, masonry, brick & block, smooth	8,400.00	S.F.	$0.13	$1,092.00
090190949010		Surface preparation, interior, minimum labor/equipment charge	3.00	Job	$120.80	$362.40
090505200600		Flooring demolition, composition, acrylic or epoxy	3,000.00	S.F.	$1.73	$5,190.00
090505209000		Flooring demolition, minimum labor/equipment charge	3.00	Job	$86.70	$260.10
090505303820		Walls and partitions demolition, toilet partitions, metal or plastic	27.00	Ea.	$43.35	$1,170.45
090505309000		Walls and partitions demolition, minimum labor/equipment charge	3.00	Job	$86.70	$260.10
096519239500		Flooring, minimum labor/equipment charge	3.00	Job	$112.62	$337.86
096723231500		Composition flooring, epoxy, heavy duty epoxy topping, 1/4" thick, 1,000 to 2,000 S.F.	3,000.00	S.F.	$12.65	$37,950.00
099113601800		Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	3,000.00	S.F.	$0.65	$1,950.00
099113601800		Paints & coatings, walls & ceilings, interior, zero voc latex, for work 8'-15' high, add	1.00	S.F.	$0.05	$70.50
099113601800		Paints & coatings, siding, exterior, for work over 12' h, from pipe scaffolding, add	1.00	S.F.	$0.07	$105.75
099113609000		Paints & coatings, siding, exterior, minimum labor/equipment charge	3.00	Job	$152.15	$456.45
099113700350		Paints & coatings, exterior doors, panel, both sides, roll & brush, finish coat, exterior latex, incl. frame & trim	6.00	Ea.	$62.22	$373.32
099113900500		Paints & coatings, walls, concrete masonry units (CMU), porous, first coat, latex, brushwork	800.00	S.F.	$0.61	$488.00
099113900500		Paints & coatings, siding, exterior, for work over 12' h, from extension ladder, add	1.00	S.F.	$0.12	$94.00
099113900540		Paints & coatings, walls, concrete masonry units (CMU), porous, first coat, latex, roller	8,600.00	S.F.	$0.31	$2,666.00
099113900540		Paints & coatings, siding, exterior, for work over 12' h, from extension ladder, add	1.00	S.F.	$0.05	$451.50
099113900550		Paints & coatings, walls, concrete masonry units (CMU), porous, second coat, latex, roller	8,600.00	S.F.	$0.23	$1,978.00
099113900550		Paints & coatings, siding, exterior, for work over 12' h, from extension ladder, add	1.00	S.F.	$0.04	$365.50
099113909000		Paints & coatings, walls, masonry, (CMU), exterior, minimum labor/equipment charge	3.00	Job	$152.15	$456.45

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
099710100200	Paints & coatings, exterior alkyd (oil base), flat, in 5 gallon lots	100.00	Gal.	$80.54	$8,054.00
099710100400	Paints & coatings, exterior alkyd (oil base), primer, in 5 gallon lots	60.00	Gal.	$44.46	$2,667.60
Division 09 Finishes Subtotal					**$75,415.98**
Division 10 Specialties					
100505101105	Specialties demolition, demolition, mirror, wall mounted	6.00	Ea.	$16.74	$100.44
100505101910	Specialties demolition, toilet cubicles, remove	27.00	Ea.	$125.55	$3,389.85
100505101930	Urinal screen, remove	9.00	Ea.	$41.85	$376.65
102113135600	Urinal screen, floor mounted, stainless steel	6.00	Ea.	$631.47	$3,788.82
102113191760	Toilet cubicles, floor mounted, polymer plastic	27.00	Ea.	$1,173.56	$31,686.12
102113192100	Partitions, toilet, plastic, cubicles, floor mounted, for handicap units, add	6.00	Ea.	$156.33	$937.98
102113199000	Partitions, toilet, plastic, minimum labor/equipment charge	3.00	Job	$249.43	$748.29
102114169000	Toilet compartment components, plastic-laminate clad, minimum labor/equipment charge	3.00	Job	$155.68	$467.04
102114190130	Toilet compartment components, pilaster, floor anchored, polymer plastic, 7" wide x 70" high	24.00	Ea.	$264.28	$6,342.72
102114190310	Toilet compartment components, door, polymer plastic, 24" wide x 55" high	30.00	Ea.	$501.40	$15,042.00
102114190430	Toilet compartment components, headrail, for polymer plastic, 84" long	18.00	Ea.	$59.58	$1,072.44
102114199000	Toilet compartment components, plastic, minimum labor/equipment charge	3.00	Job	$155.68	$467.04
102223139000	Partitions, minimum labor/equipment charge	3.00	Job	$414.32	$1,242.96
102813131105	Toilet accessories, grab bars, straight, stainless steel, 42" long	18.00	Ea.	$85.35	$1,536.30
102813133800	Toilet accessories, mirror, 72" x 24", with 5" stainless steel shelf & stainless steel 3/4" square frame	6.00	Ea.	$958.27	$5,749.62
102813134200	Toilet accessories, sanitary napkin/tampon dispenser recessed	6.00	Ea.	$468.67	$2,812.02
102813135000	Toilet accessories, soap dispenser, stainless steel, recessed, liquid	6.00	Ea.	$165.28	$991.68
102813139000	Toilet accessories, minimum labor/equipment charge	3.00	Job	$124.71	$374.13
102813139996	Toilet accessories, installation only, grab bars, straight, satin finish, 2-1/2" diameter x 42" long	18.00	Ea.	$34.74	$625.32
Division 10 Specialties Subtotal					**$77,751.42**
Division 12 Furnishings					
120505101100	Selective demolition, casework, wood base cabinets	36.00	L.F.	$41.85	$1,506.60
120505101200	Selective demolition, countertop	36.00	L.F.	$10.46	$376.56
123223308150	Wood casework vanities, base, 2 door, 30" h x 21" d x 48" w	6.00	Ea.	$701.12	$4,206.72

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
123223308150	Wood casework vanities, for deluxe models of all vanities, add	1.00	Ea.	$236.92	$1,421.54
123223308150	Wood casework vanities, for custom built in place, add	1.00	Ea.	$158.96	$953.75
123623139000	Countertops, minimum labor/equipment charge	3.00	Job	$166.56	$499.68
123661162100	Solid surface countertop, acrylic polymer, solid colors, pricing for orders of 1-50 LF, 25" wide	36.00	L.F.	$150.23	$5,408.28
123661163900	Solid surface countertop, acrylic polymer, sinks, single bowl, hard seamed, solid colors, pricing for orders of 1-50 units, 13" x 17"	12.00	Ea.	$945.70	$11,348.40
Division 12 Furnishings Subtotal					**$25,721.53**
Division 22 Plumbing					
220505100710	Fountains, sinks or lavatories, selective demolition	18.00	Ea.	$39.88	$717.84
220505100720	Water closets, selective demolition	27.00	Ea.	$46.47	$1,254.69
220505100760	Cleanouts and drains, up thru 4" diameter, selective demolition	36.00	Ea.	$55.89	$2,012.04
220505100760	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		$19.56	$704.21
220505100760	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		$19.56	$704.21
220505101220	Fixture, counter top lavatory, disconnect and remove	15.00	Ea.	$69.71	$1,045.65
220505101300	Fixture, sink, single compartment, selective demolition	15.00	Ea.	$69.71	$1,045.65
220505101420	Fixture, water closet, wall mounted, selective demolition	18.00	Ea.	$79.76	$1,435.68
220505101420	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		$27.92	$502.49
220505101520	Fixture, urinal, wall mounted, selective demolition, includes 10' piping	6.00	Ea.	$79.76	$478.56
220505101520	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		$27.92	$167.50
220505101620	Fixture, old water cooler, wall or deck mounted, selective demolition, includes 10' piping	6.00	Ea.	$92.94	$557.64
220505101620	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		$24.40	$365.98
220505102162	Pipe, plastic, with fittings, 2" thru 3" diameter, selective demolition	600.00	L.F.	$2.79	$1,674.00
220505102162	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		$0.98	$585.90
220505102162	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		$0.98	$585.90
220505106100	Fixture, plumbing, remove and reset fixtures, difficult access	26.00	Ea.	$139.42	$3,624.92
220505106100	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		$48.80	$1,268.72
220505109000	Plumbing, selective demolition, minimum labor/equipment charge	3.00	Job	$279.46	$838.38

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
220505109100	Valves or strainers and similar, metal, up thru 1-1/2" diameter, selective demolition	12.00	Ea.	$20.10	$241.20
220505109100	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		$7.04	$84.42
220523201336	Valves, bronze, ball, 150 lb., 2", soldered	3.00	Ea.	$255.39	$766.17
220523201450	Valves, bronze, ball, 150 psi, 1/2", threaded or soldered	36.00	Ea.	$49.63	$1,786.68
220523201450	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		$8.90	$320.42
220523201450	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		$8.90	$320.42
220523203480	Valves, bronze, gate, non-rising stem, threaded, class 150, 2"	2.00	Ea.	$595.19	$1,190.38
220716109000	Insulation, minimum labor/equipment charge	3.00	Job	$140.67	$422.01
220719109600	Insulation, pipe covering (price copper tube one size less than I.P.S.), minimum labor/equipment charge	3.00	Job	$139.42	$418.26
220719300152	Pipe insulation protective jacketing, PVC, white, 48" lengths, 20 mil thick, 2" ID, cut from roll goods, size based on OD of insulation	600.00	L.F.	$5.99	$3,594.00
220719300152	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		$1.25	$751.80
221316609000	Traps, minimum labor/equipment charge	3.00	Job	$184.11	$552.33
224139102290	Faucets/fittings, lavatory faucet, center set with single control lever handle, polished chrome, with pop-up drain	20.00	Ea.	$383.33	$7,666.60
224139109000	Faucets/fittings, minimum labor/equipment charge	3.00	Job	$138.08	$414.24
224213133100	Water closet, bowl only, wall hung, includes flush valve and seat	18.00	Ea.	$1,323.97	$23,831.46
224213133560	Water closet, gang back to back carrier system, rough-in, supply, waste and vent, for pair hook-up	12.00	Pair	$4,198.27	$50,379.24
224213133560	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		$198.11	$2,377.28
224213139000	Water closet, minimum labor/equipment charge	3.00	Job	$248.80	$746.40
224213163300	Urinal, wall hung, rough-in, supply, waste and vent	6.00	Ea.	$1,829.38	$10,976.28
224213163300	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		$123.00	$738.00
224213165000	Urinal, stall type, vitreous china, with self-closing valve	6.00	Ea.	$1,500.28	$9,001.68
224213169000	Urinal, minimum labor/equipment charge	3.00	Job	$248.80	$746.40
224239100900	Faucets/fittings, flush valve, tankless water closet, concealed rear spud, wall hung	8.00	Ea.	$339.58	$2,716.64
224239100930	Faucets/fittings, flush valve, urinal, exposed stall	3.00	Ea.	$304.51	$913.53
224239102800	Faucets/fittings, lavatory faucet, self-closing center set, commercial	12.00	Ea.	$229.71	$2,756.52
224239309990	Carriers/supports, minimum labor/equipment charge	3.00	Job	$157.99	$473.97
224713106800	Drinking fountain, wall mounted, fully recessed, stainless steel, single bubbler, for connection to cold water supply	3.00	Ea.	$2,117.03	$6,351.09

LineNumber		Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
224713107580		Drinking fountain, wall mounted, fully recessed, for connection to cold water supply, for rough-in, supply and waste, add	3.00	Ea.	$988.04	$2,964.12
224713107580		Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		$108.39	$1,300.70
224713109000		Drinking fountain, minimum labor/equipment charge	3.00	Job	$276.79	$830.37
224716109000		Water cooler, minimum labor/equipment charge	3.00	Job	$276.79	$830.37
Division 22	**Plumbing Subtotal**					**$156,032.94**
Division 26	**Electrical**					
260505102620		Incandescent fixtures, exterior, 100 Watt, electrical demolition, remove, wall mount	30.00	Ea.	$19.24	$577.20
260505102620		Electrical demolition, add to labor for higher elevated installation 10' to 14.5' high, add	1.00		$5.54	$66.43
260505109000		Electrical demolition, minimum labor/equipment charge	3.00	Job	$120.68	$362.04
260590104130		Receptacle devices, residential, duplex outlet, ivory, w/#12/2, EMT & wire, 20', 20 amp, incl box & cover plate	3.00	Ea.	$174.06	$522.18
260590104130		Labor adjustment factor (electrical), add to labor, cramped shaft	1.00		$35.91	$35.91
262416209000		Circuit breakers, minimum labor/equipment charge	3.00	Job	$160.91	$482.73
265113509000		Interior lighting fixtures, minimum labor/equip charge	2.00	Job	$160.91	$321.82
265623550340		Exterior LED fixture, modular, type IV, 240 V, 50 watt, incl lamps	30.00	Ea.	$1,450.60	$43,518.00
265623550340		Labor adjustment factor (electrical), add to labor for elevated installation (above floor level), 15' to 19.5' high	1.00		$12.01	$360.30
265633109000		Exterior fixtures, minimum labor/equipment charge	2.00	Job	$128.84	$257.68
Division 26	**Electrical Subtotal**					**$46,504.29**
Division 33	**Utilities**					
331419103810		Water utility distribution valve, gate valves, cast iron, mechanical joint, with boxes, 125 psi, 4" diameter, includes valve box and mechanical joint, excludes excavation and backfill	2.00	Ea.	$2,078.34	$4,156.68
Division 33	**Utilities Subtotal**					**$4,156.68**

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Subtotal					$594,515.26
General Contractor's Markup on Subs				0.00%	$0.00
Subtotal					$594,515.26
General Conditions				0.00%	$0.00
Subtotal					$594,515.26
General Contractor's Overhead and Profit				0.00%	$0.00
Grand Total					**$594,515.26**

Total Proposal Breakdown		
RS Means Cost		$594,515.26
Coefficient	0.98	$11,890.31
Sub Total		$582,624.95
Bond	2.5%	$14,565.62
TOTAL		$597,190.58

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1104086

Date Filed:
12/13/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Falkenberg Construction Co., Inc.
Grand Prairie , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County Facilities Management

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
202503
SWRP Restroom Renovations

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
CASTRO, JOHN	GRAND PRAIRIE, TX United States	X	
GOMEZ, MOSES	GRAND PRAIRIE, TX United States	X	
~~ARNOLD, CHRISTOPHER~~	~~GRAND PRAIRIE, TX United States~~	~~X~~	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is John Castro, and my date of birth is [redacted].

My address is 2435 109th St. (street), Grand Prairie (city), TX (state), 75050 (zip code), U.S (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 13 day of 12 (month), 2023 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1104086

Date Filed:
12/13/2023

Date Acknowledged:
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Falkenberg Construction Co., Inc.
Grand Prairie , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Facilities Management

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202503
SWRP Restroom Renovations

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
CASTRO, JOHN	GRAND PRAIRIE, TX United States	X	
GOMEZ, MOSES	GRAND PRAIRIE, TX United States	X	
ARNOLD, CHRISTOPHER	GRAND PRAIRIE, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **60.**

Meeting Date: 12/19/2023

No Award and Close Out RFP #23RFP112 Armored Courier Services for the Treasurer's Office

Submitted For: Joy Simonton **Submitted By:** Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on closing out and not awarding #23RFP112, Armored Courier Services, due to no qualified responses received.

Background

The Purchasing Department solicited sealed bids under RFP #23RFP112 for Armored Courier Services on October 10, 2023. The public notice of accepting proposals was advertised in the Williamson County Sun on October 15, 2023, and October 22, 2023. Requests for proposals were electronically sent to 185 vendors via the County's Bonfire bidding portal. Proposal submissions were due November 21, 2023, at 1:30 PM. There were 10 document takers. Two submissions were received, but neither vendor is authorized to enter the Wells Fargo Cash Vault. Department point of contact is Scott Heselmeyer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/13/2023 04:12 PM
County Judge Exec Asst.	Becky Pruitt	12/13/2023 04:12 PM
Form Started By: Misty Brooks		Started On: 12/11/2023 10:12 AM
Final Approval Date: 12/13/2023		

Commissioners Court - Regular Session **61.**

Meeting Date: 12/19/2023

CJC - Support Space

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Contract for Construction between Williamson County and J.T. Vaughn Construction relating to the Criminal Justice Center Support Space Project (P595)

Background

The Contract for Construction is made to construct an additional support space in the Criminal Justice Center with substantial completion within 160 days.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CJC Support Space Contract

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/08/2023 03:57 PM
County Judge Exec Asst.	Becky Pruitt	12/14/2023 08:35 AM
Form Started By: Christy Matoska		Started On: 12/07/2023 03:49 PM
Final Approval Date: 12/14/2023		

CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – Omnia – Contract Number R200107

PROJECT: **P595 - Criminal Justice Center – Support Space** ("Project")

GENERAL CONTRACTOR: **J T. Vaughn Construction, LLC** ("GC")
Doug Boram, Senior Project Manager
6604 N Lamar
Austin, TX 78752

ARCHITECT: **Williamson County Architect** ("A/E")
Trenton H. Jacobs, AIA
3101 SE Inner Loop
Georgetown, TX 78626

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Management**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78641 / 78626

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

RECITALS

WHEREAS, County desires to retain a GC for the **Criminal Justice Center** – Support Space (hereinafter called the "Project");

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

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

ARTICLE 1
SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Scope of Work, Specifications and Drawings for the Project, which is attached hereto as Exhibit "A",. The Specifications and Drawings were prepared for County by A/E. GC shall do everything required by the Contract Documents.

ARTICLE 2
GENERAL PROVISIONS

2.1 CONTRACT DOCUMENTS

2.1.1
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced in this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2
This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

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

2.3 GENERAL CONDITIONS

2.3.1
The term "Contractor" as used herein or in the UGCs shall mean GC.

2.3.2
The term "Owner" as used herein or in the UGCs shall mean County.

2.3.3
The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **One Hundred Sixty (160) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 LIQUIDATED DAMAGES

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

3.2.1
Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Five Hundred Dollars ($ 500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
GC REPRESENTATIONS

4.1
In order to induce County to enter into this Contract, GC makes the following representations:

4.1.1
GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2
GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.1.3
GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

4.1.4
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

4.1.5
Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

4.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5
THE CONTRACT SUM

5.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Two Hundred Eighty-Four Thousand Six Hundred Eighty and 36/100 Dollars ($284,680.36)**.

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

5.3 Owner's Contingency.
County and GC acknowledge the Work has become necessary due to **many layers of previous repairs and remodels** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Twenty-Eight Thousand Four Hundred Sixty Eight Dollars and 03/100Dollars ($28,468.03)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

5.3.1
Owner's Contingency is controlled solely by County.

5.3.2
Expenditures from the Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

5.3.3
Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the Owner's Contingency.

5.3.4
For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Paragraph 5.1** above, plus the Owner's Contingency (set out in **Paragraph 5.3** above), shall serve as the original Contract price.

5.4 Allowable Overhead and Profit Markup on Changes in the Work.
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.4.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

5.4.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

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

ARTICLE 6
PROJECT TEAM

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

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

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

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

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

J. T. Vaughn Construction, LLC
Doug Boram, Senior Project Manager
6604 N Lamar
Austin, TX 78752

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

ARTICLE 7
NOTICE

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

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

With copy to: Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78641 / 78626

and to: Office of General Counsel
Williamson County Commissioners Court

401 W. 6th Street
Georgetown, Texas 78626

GC: J. T. Vaughn Construction, LLC.
6604 N Lamar
Austin, TX 78752

Attention: Doug Boram
Senior Project Manager

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

ARTICLE 8
DISPUTE RESOLUTION

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

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 MEANING OF TERMS
Terms in this Contract shall have the same meaning as those in the UGCs.

9.2 NO WAIVER OF IMMUNITY
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.3 GOVERNING LAW
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

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

9.5 OTHER PROVISIONS

9.5.1
GC represents and warrants the following to County (in addition to any other

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

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

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

ARTICLE 10
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

10.1
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

10.2
The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Exhibit A – Scope of Work, Specifications and Drawings
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

10.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

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

ARTICLE 11
SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, 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 CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

GC:
J. T. Vaughn Construction, LLC.

By: _____
Signature

Danny Thompson
Printed Name

Chief Executive Officer
Title

Date Signed: DECEMBER 7, 2023

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF WORK, SPECIFICATIONS AND DRAWINGS

The Scope of Work includes the following:

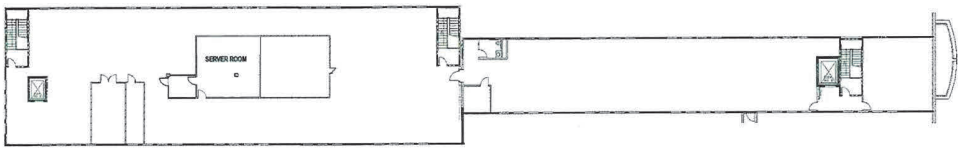
1. Onsite supervision & safety measures
2. Payment and Performance Bonds
3. Temporary Project site containment measures
4. Sketches issued for the Justice Center Support Space, as set out hereinbelow
5. Doors, Frames, and Hardware
6. Paint color to match existing
7. Plywood to be placed under path of equipment use areas

The Scope of Work does not include the following:

1. Fire alarm modifications
2. Contingency
3. Temporary toilets. Workers will utilize the existing facilities
4. Sales Tax
5. Glazing of Windows
6. Shades or blinds
7. After hours
8. Permits
9. Badging and Background Check fees

JUSTICE CENTER
COURT SUPPORT SPACE REMODELS

JUSTICE CENTER ATTIC PLAN



JUSTICE CENTER SECOND FLOOR PLAN

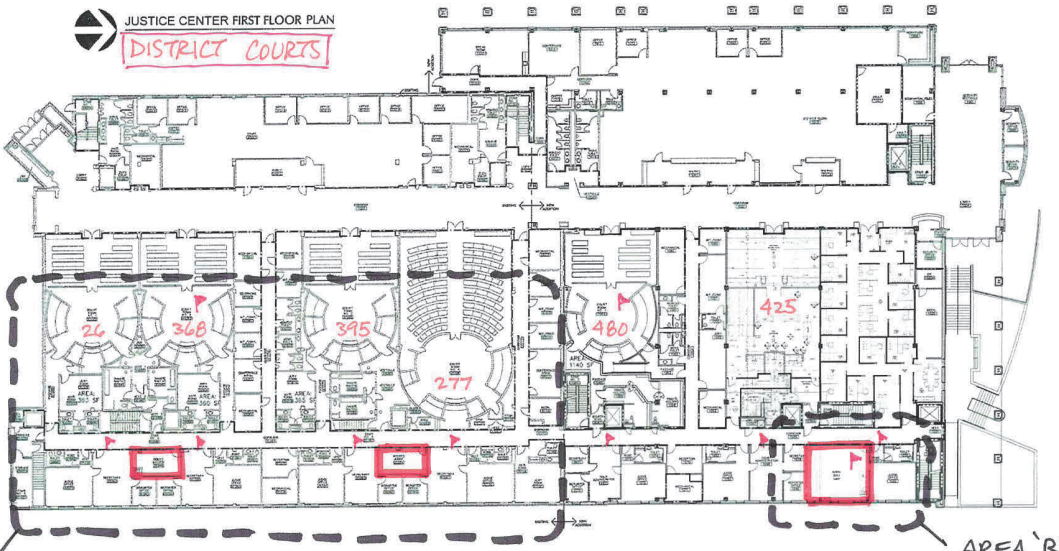
COUNTY COURTS



AREA 'D'

JUSTICE CENTER FIRST FLOOR PLAN

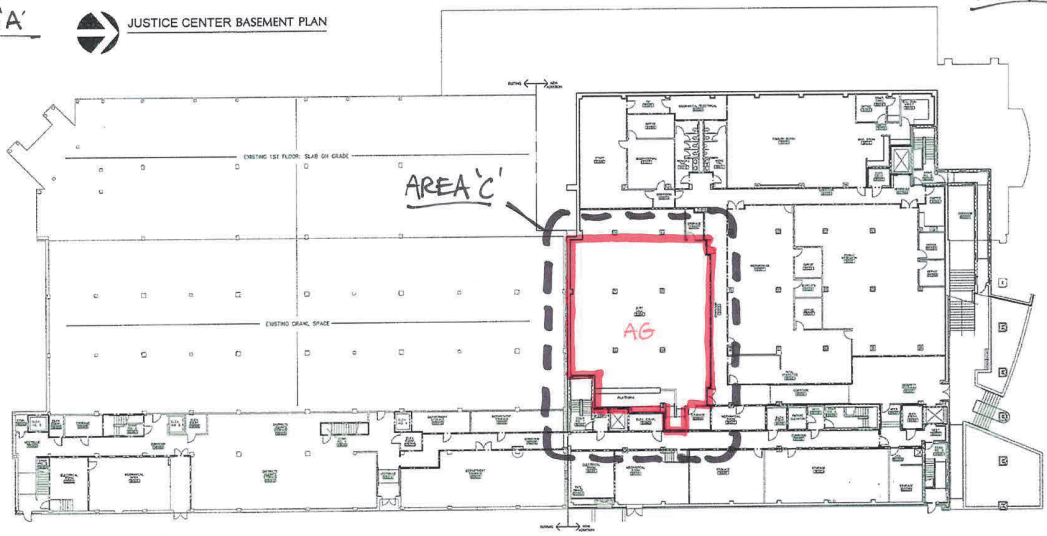
DISTRICT COURTS



AREA 'A'

AREA 'B'

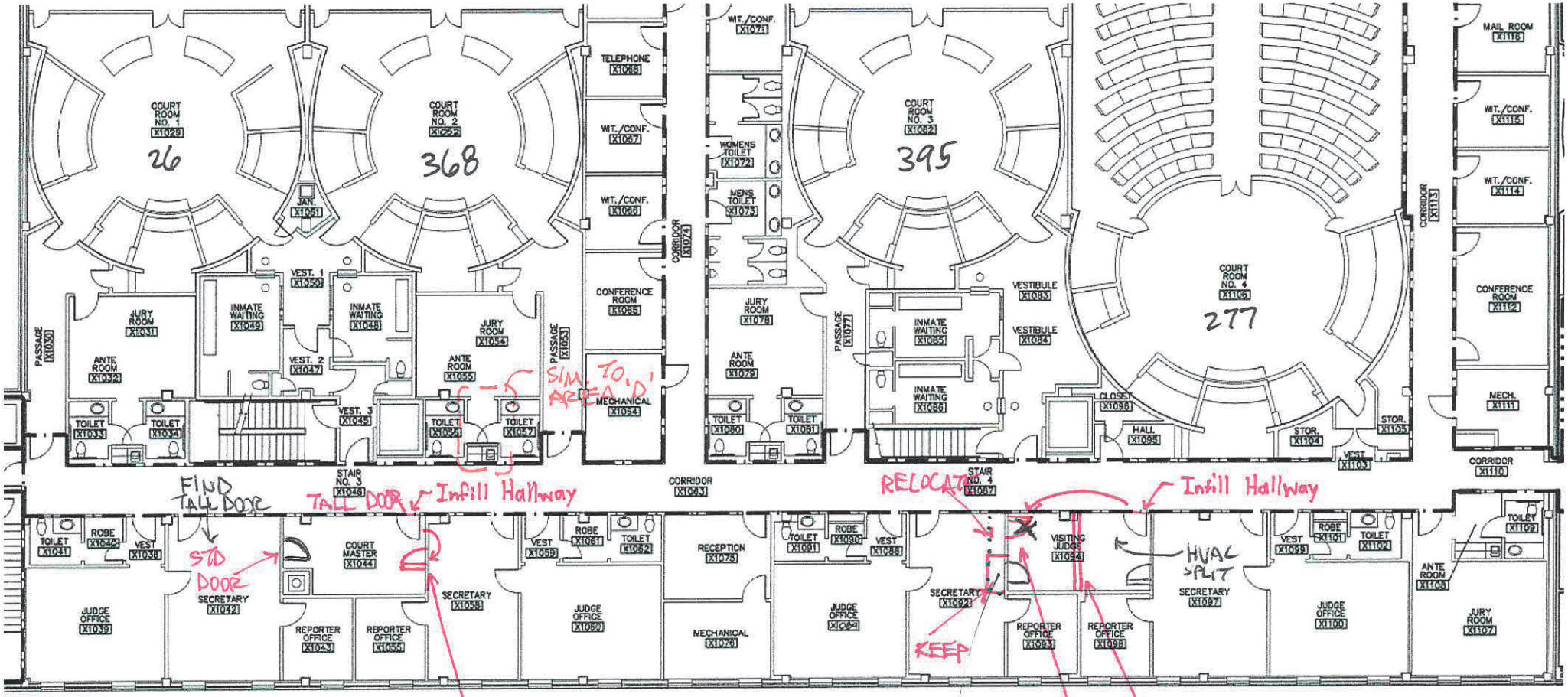
JUSTICE CENTER BASEMENT PLAN



AREA 'C'

NOTE: ⚑ INDICATES DOORWAY OR ROOM REQUIRING NAMEPLATES OR FLAG SIGNS IN HALLWAY

4/3/23



* HVAC TOO HOT LOTS OF PEOPLE

CHECK BAS SCHEDULE FOR START-UP

CEILING FANS

AREA 'A'

PLAN

Relocate Hallway Door to Office MATCH [redacted]

PROTECT & RE-USE CABINETS / SHELVES

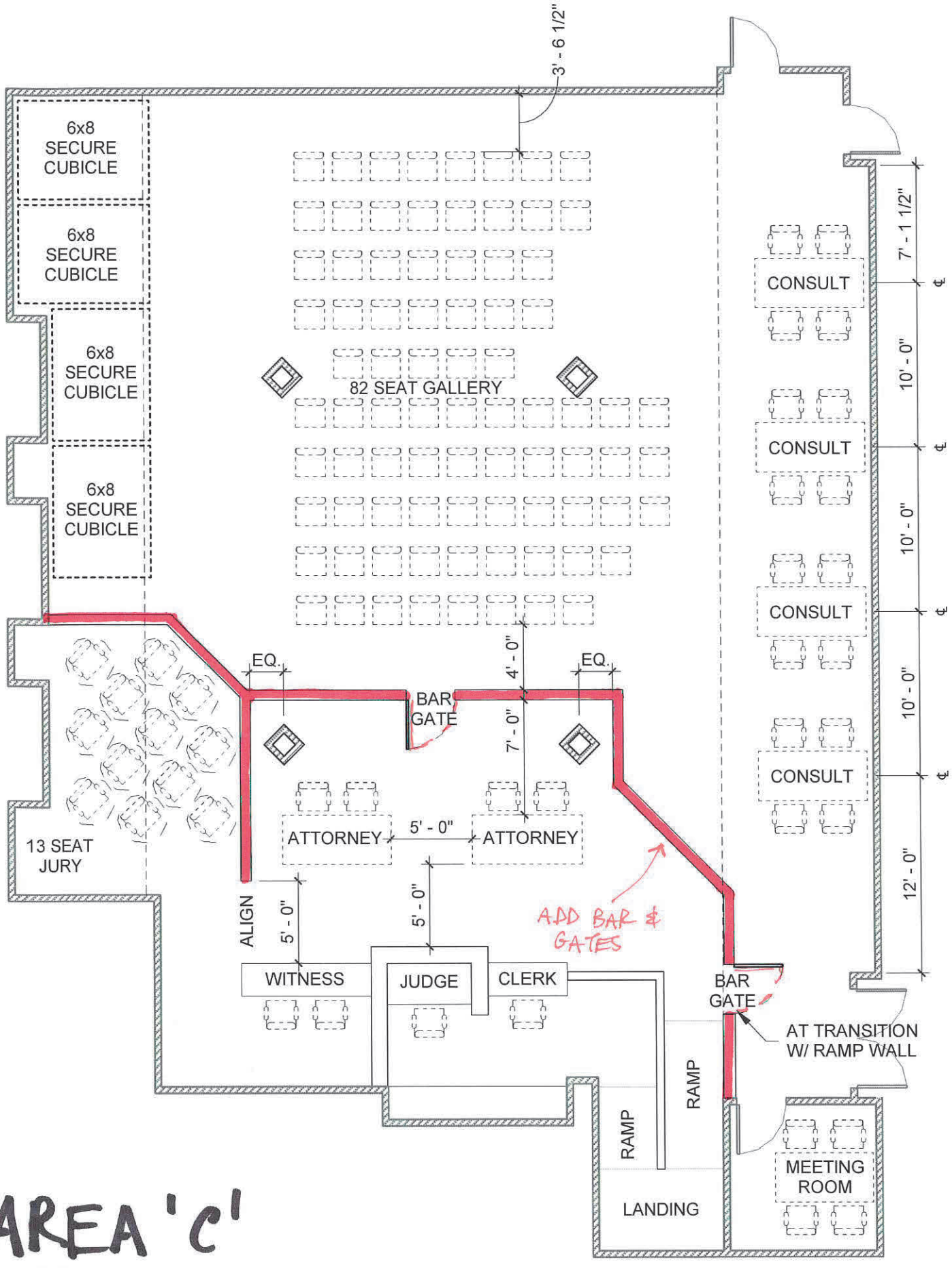
Add Partition to Center of Room. Relocate Existing Lights, Supply and Return.

Add Supply and Return.

Relocate Hallway Door to Office.

- ADD SMOKE DETECTER
- DELETE (1) LIGHT
- ADD DATA / OUTLET ON NEW WALL

4/3/23



AREA 'C'

1 STUBBLEFIELD COURT LAYOUT

1/8" = 1'-0"

4/3/23

8/18/23

COUNTY COURT AT LAW 5 JURY ROOM



PAINT TO MATCH COUNTY STANDARD

PAINT TO MATCH COUNTY STANDARD

AREA 'D'

(D) REPLACE CARPET TILE W/ AVAILABLE LVT TO MATCH R.R. DOORS

KEYNOTES

(A) REPLACE SINK W/: KOHLER K-3349-1-NA + DELTA 175LF OR SIM.

(B) REPLACE CABINET FRONTS W/: WILSONART [illegible] TO MATCH R.R. DOORS

(C) REPLACE COUNTERTOP W/: WILSONART HAIDA Q4008 QUARTZ OR SIM.

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

A. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract/Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Contract/Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

B. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Contract/Agreement and the laws of the State of Texas.

C. The Contractor shall provide and maintain, until the Work covered in the Contract/Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

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

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

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

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

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

5. Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage

caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

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

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

D. Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

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

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

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
   (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
   (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      i. a certificate of coverage, prior to the other person beginning work on the Project; and
      ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

E. If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

F. Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

G. The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

I. Owner reserves the right to review the insurance requirements set forth herein during the Contract/Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

J. Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

K. Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

L. Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Contract/Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

EXHIBIT C

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

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

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

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

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

6. **Car Rental**
   - 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
   - 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
   - 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
   - 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
   - 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
   - 6.6 Insurance purchased when renting vehicle may also be reimbursed.
   - 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. **Personal Car Usage**
   - 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
   - 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
     - 7.2.1.1 Date
     - 7.2.1.2 Destination
     - 7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

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

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

EXHIBIT D

UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

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

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

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

1.1.2 CONTRACT

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

1.1.3 WORK

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

1.1.4 THE PROJECT

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

1.1.5 THE DRAWINGS

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

1.1.6 THE SPECIFICATIONS

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

1.1.7 INSTRUMENTS OF SERVICE

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

1.1.8 KNOWLEDGE

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

1.1.9 PRODUCT

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

1.1.10 PROVIDE

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

1.1.11 FURNISH

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

1.1.12 INSTALL

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

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

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

1.2.2

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

1.2.3

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

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

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

1.4 INTERPRETATION

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

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

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

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

1.5.2

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

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2
OWNER

2.1 GENERAL

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

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

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

2.2.2

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

2.2.3

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

2.2.4

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

2.2.5

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

2.3 OWNER'S RIGHT TO STOP THE WORK

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

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

2.5 EXTENT OF OWNER RIGHTS

2.5.1

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

2.5.2

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

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

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

2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

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

3.2.2

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

.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

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

3.2.4

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

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

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

3.3.2

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

3.3.3

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

3.3.4

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

3.4 LABOR AND MATERIALS

3.4.1

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

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

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

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

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

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

.4 Complaints of Violations of Prevailing Wage Rates. Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. It the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

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

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

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

3.4.2

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

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

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

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

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

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

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

3.5.2

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

3.6 TAXES

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

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

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

3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

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

3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

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

3.10.5

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

3.11 DOCUMENTS AT THE SITE

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

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

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

3.12.2

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

3.12.3

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

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

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

3.12.10

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

3.13 USE OF SITE

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

3.14 CUTTING AND PATCHING

3.14.1

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

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

3.14.2

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

3.15 CLEANING UP

3.15.1

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

3.15.2

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

3.16 ACCESS TO WORK

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

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

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

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

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

3.18.3

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

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

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

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

4.2.3

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

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

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

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4
The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1
By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2
All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1
The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2
Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3
The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4
Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS
The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6
The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2

If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3

If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5

If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1

one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2
The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3
If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1
The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1

Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2

The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4

All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY

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

Commissioners Court - Regular Session **62.**

Meeting Date: 12/19/2023

Receive the December 2023 Construction Summary Report and PowerPoint Presentation

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the December 2023 Construction Summary Report and PowerPoint Presentation

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

December 2023 PowerPoint Presentation

December 2023 Construction Summary Report

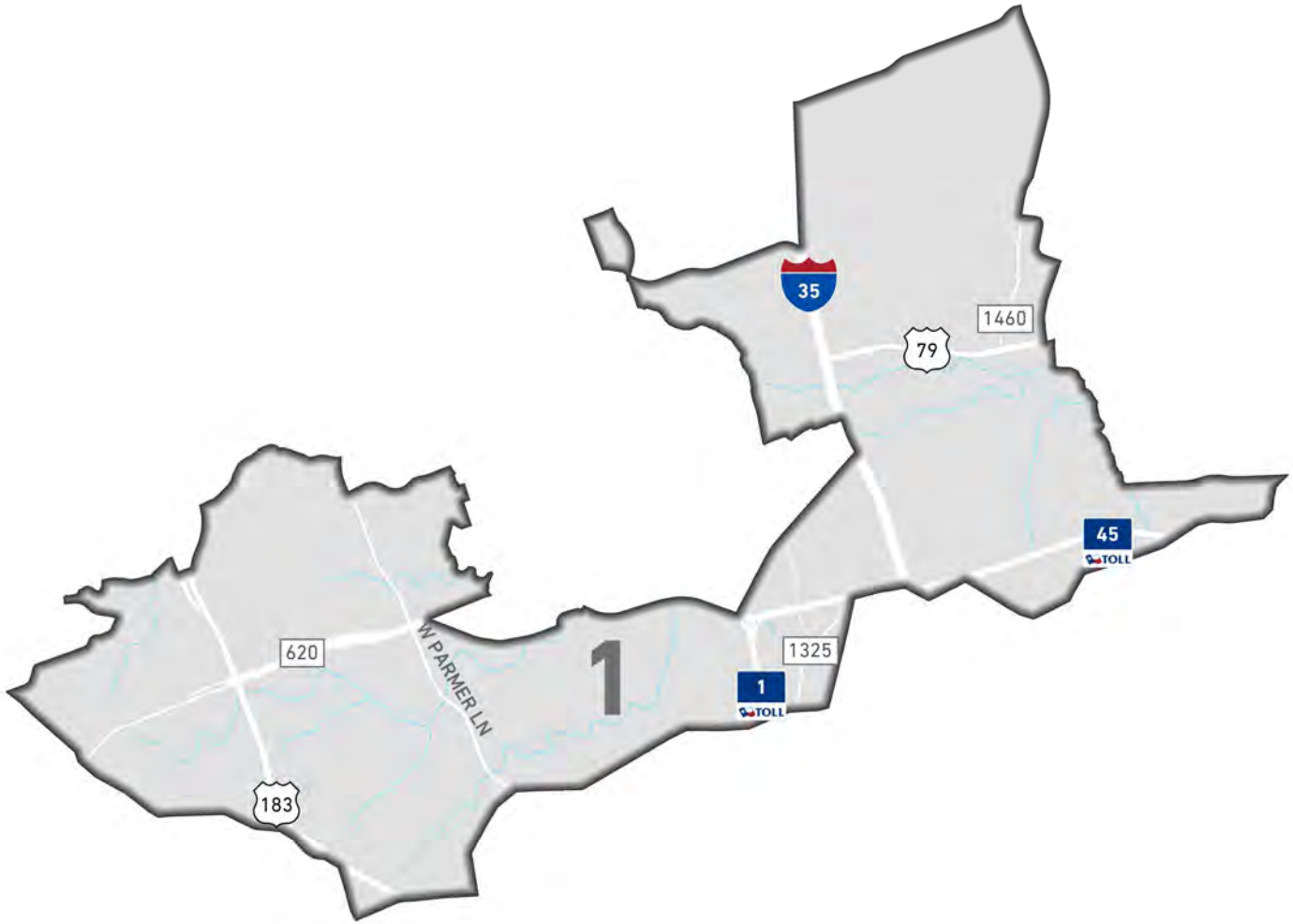
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 11:48 AM
Form Started By: Marie Walters		Started On: 12/14/2023 09:25 AM
Final Approval Date: 12/14/2023		

Williamson County Commissioners Court

Road Bond Program
December 19, 2023

Precinct 1



RM 620 at Railroad / Chisholm Trail
(IH 35 Frontage Road to Deep Wood Drive)

Anticipated Completion

Early 2024



Partnership with TxDOT and the City of Round Rock

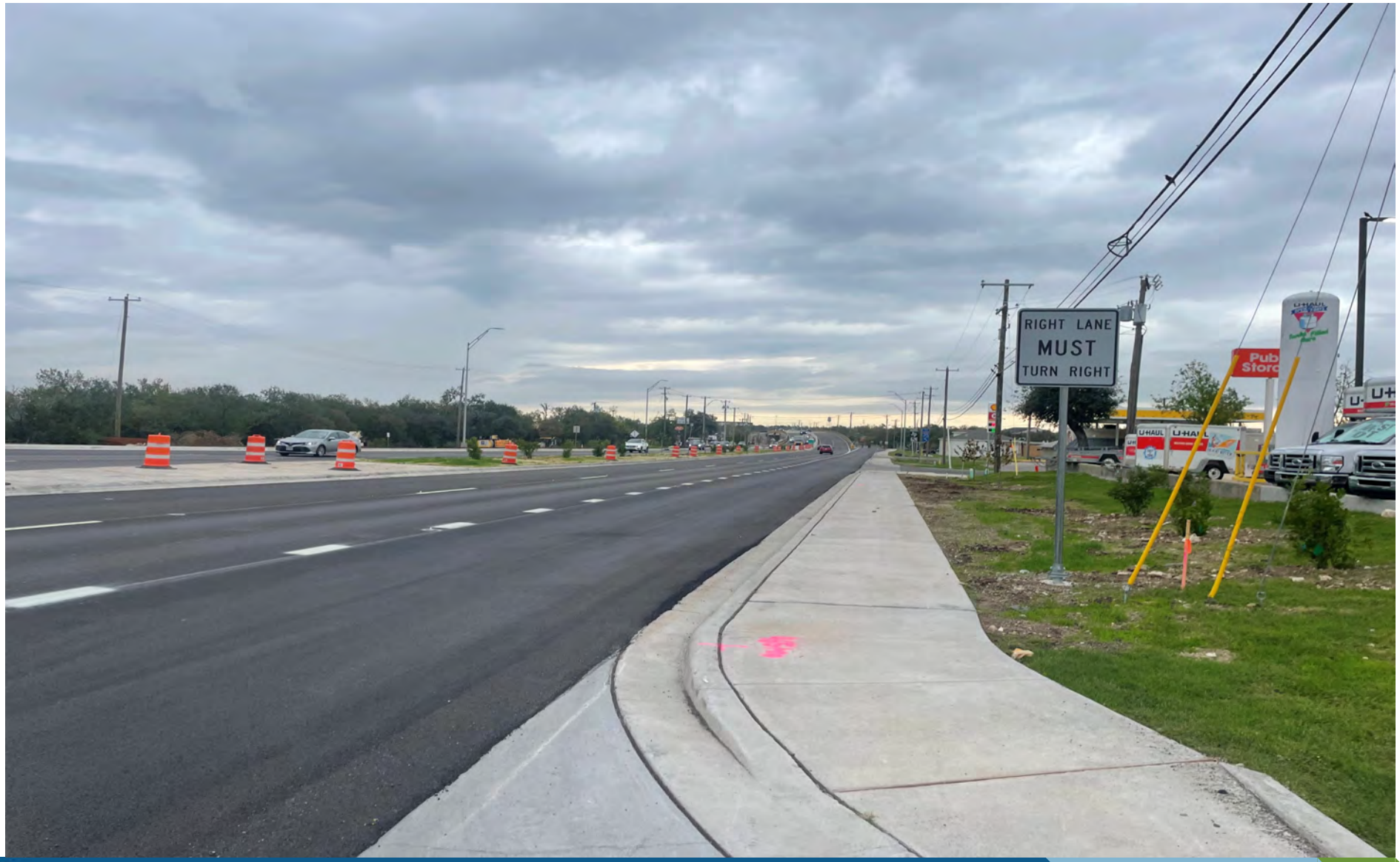
Original Contract Amount = $27,468,703.67

Construction is managed by TxDOT

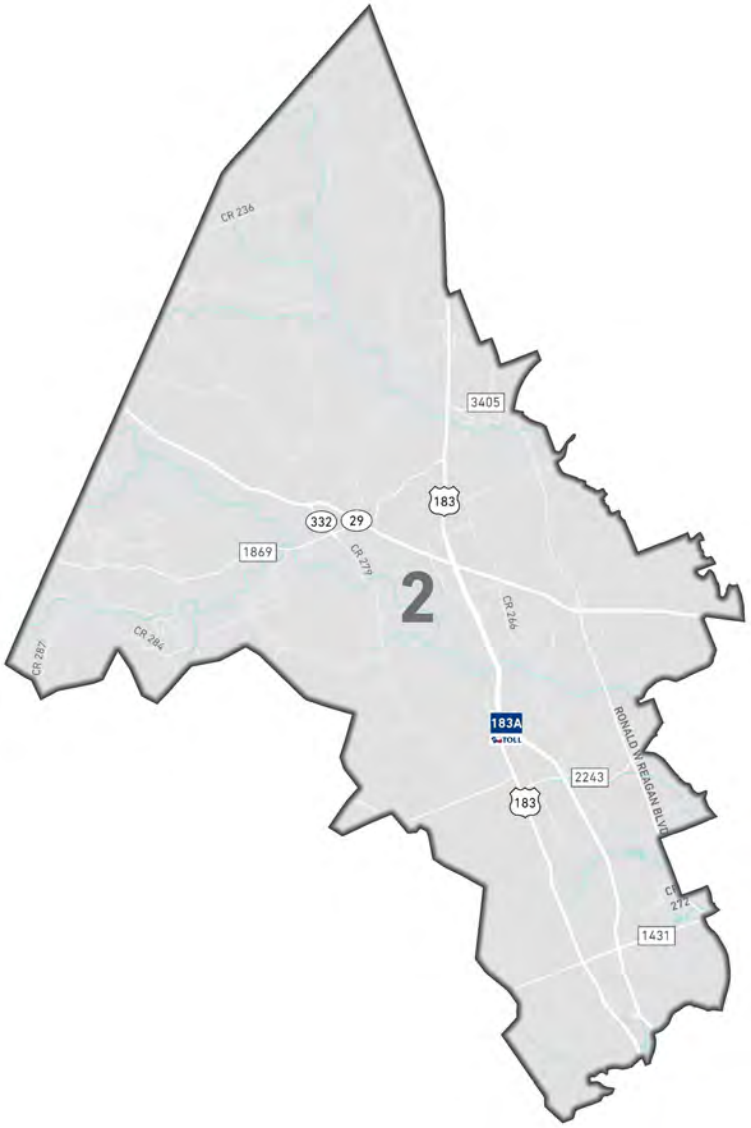
RM 620 at Railroad / Chisholm Trail
(IH 35 Frontage Road to Deep Wood Drive)



RM 620 at Railroad / Chisholm Trail
(IH 35 Frontage Road to Deep Wood Drive)



Precinct 2


CR 236
3405
183
332
29
1869
CR 279
2
CR 246
CR 284
CR 287
183A
TOLL
RONALD W REAGAN BLVD
2243
183
1431

CR 258 Extension

Anticipated Completion
Early 2024



Original Contract Price = $5,836,754.36
Total Change Orders to Date = $831,161.15
Adjusted Contract Price = $6,667,915.51
Expenditures to Date = $5,454,134.00 (82%)

CR 258 Extension



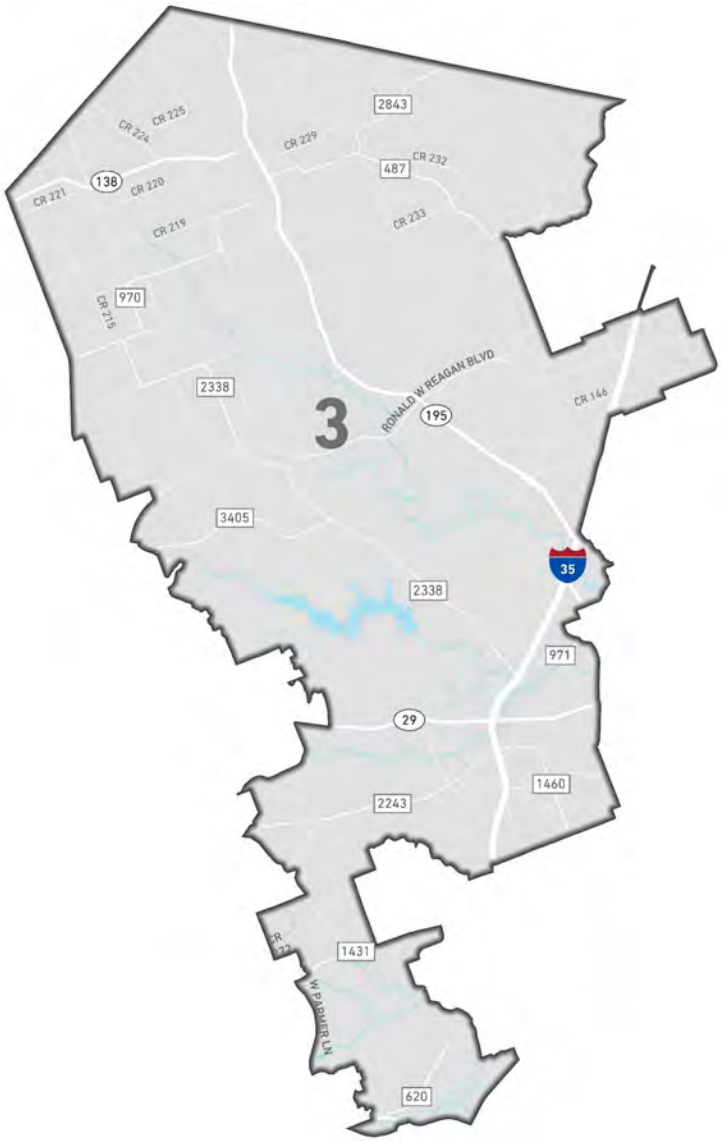
CR 258 Extension



CR 258 Extension



Precinct 3


3
2843
CR 225
CR 224
CR 229
CR 232
487
138
CR 221
CR 220
CR 219
CR 233
970
CR 215
2338
RONALD W REAGAN BLVD
195
CR 146
3405
35
2338
971
29
1460
2243
1431
W PALMER LN
620

CR 111 Westinghouse Road

Anticipated Completion
Spring 2024



Original Contract Price = $21,024,332.88
Total Change Orders to Date = $1,220,648.92
Adjusted Contract Price = $22,244,981.80
Expenditures to Date = $17,277,150.87 (78%)

CR 111 Westinghouse Road



CR 111 Westinghouse Road



WILCO TEXAS

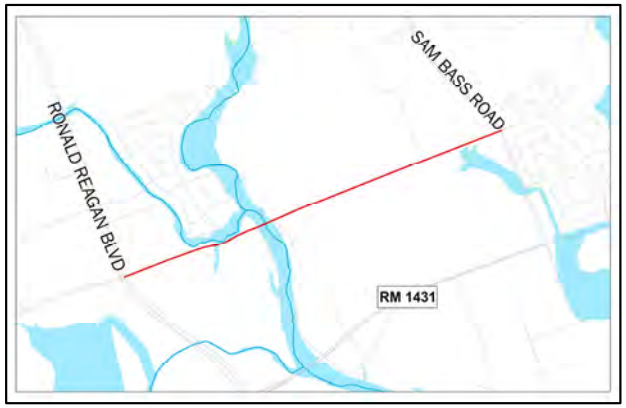
CR 111 Westinghouse Road



New Hope Drive Phase 2A

Anticipated Completion

Spring 2024



Partnership with the City of Cedar Park

Original Contract Amount = $22,619,961.16

Construction is managed by the City of Cedar Park

New Hope Drive Phase 2A

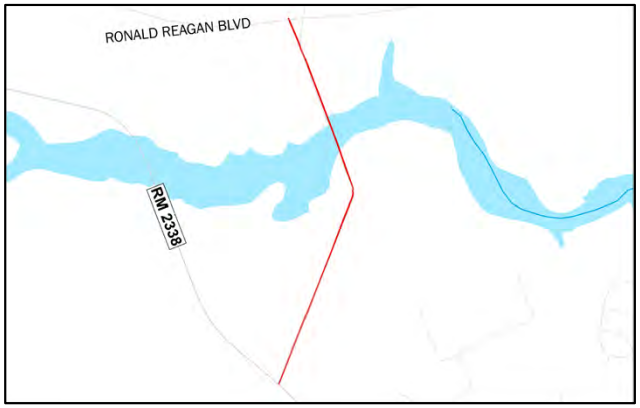


New Hope Drive Phase 2A



CR 245 Reconstruction

Anticipated Completion
Spring 2024



Original Contract Price = $6,969,195.21
Total Change Orders to Date = $20,980.10
Adjusted Contract Price = $ 6,990,175.31
Expenditures to Date = $5,119,457.50 (73%)

CR 245 Reconstruction



CR 245 Reconstruction



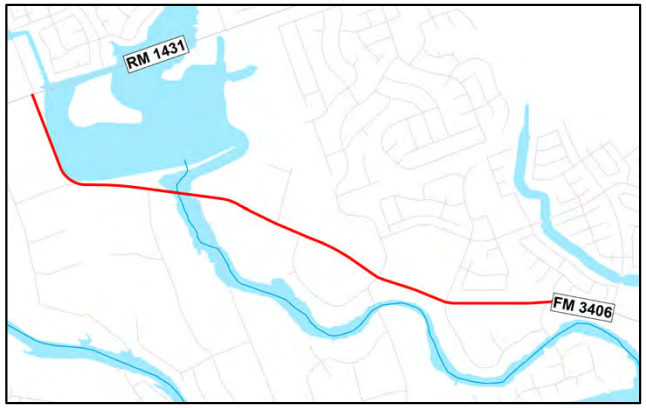
CR 245 Reconstruction



Corridor H/Sam Bass
(RM 1431 to Wyoming Springs Drive)

Anticipated Completion

Fall 2025



Original Contract Price = $36,145,959.00

Total Change Orders to Date = -$2,388,828.12

Adjusted Contract Price = $33,757,130.88

Expenditures to Date = $4,478,861.04 (13%)

Corridor H/Sam Bass
(RM 1431 to Wyoming Springs Drive)



WILCO
TEXAS

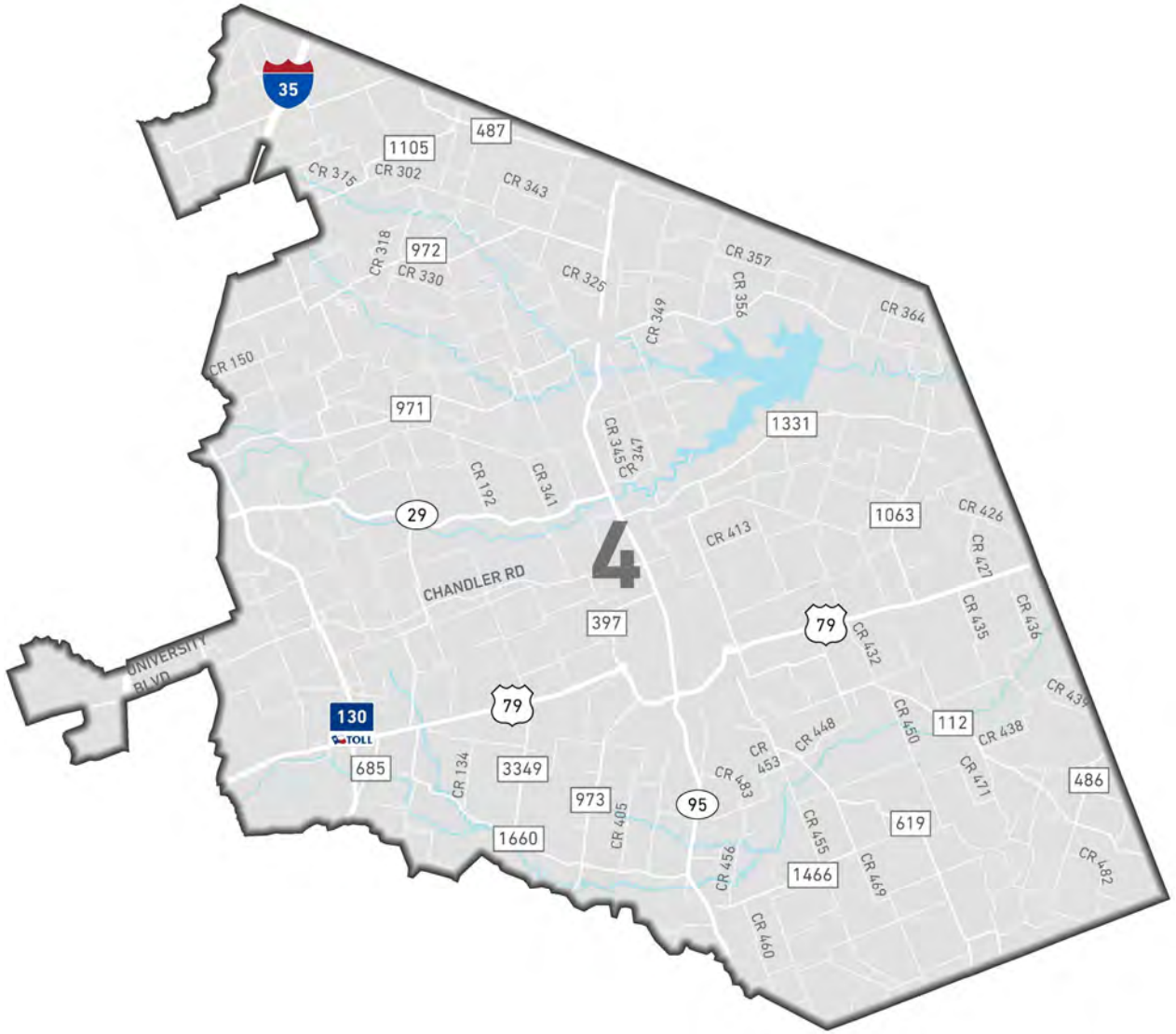
Corridor H/Sam Bass
(RM 1431 to Wyoming Springs Drive)



Corridor H/Sam Bass
(RM 1431 to Wyoming Springs Drive)



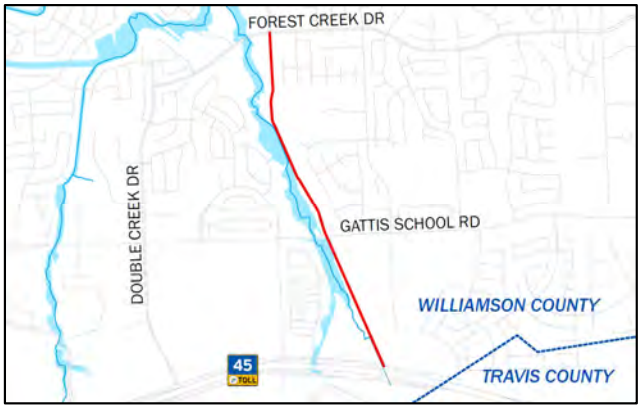
Precinct 4


4
35
1105
487
CR 315
CR 302
CR 343
CR 318
972
CR 330
CR 325
CR 357
CR 356
CR 364
CR 349
CR 150
971
1331
CR 345
CR 347
CR 192
CR 341
29
CR 413
1063
CR 426
CR 427
CHANDLER RD
397
79
CR 432
CR 435
CR 436
UNIVERSITY BLVD
130
TOLL
79
CR 439
CR 450
112
CR 438
CR 448
CR 453
CR 483
685
CR 134
3349
973
95
CR 471
486
CR 405
1660
CR 455
619
CR 456
1466
CR 469
CR 482
CR 460

Kenney Fort Boulevard – Seg. 2 and 3
(Forest Creek Drive to SH 45)

Anticipated Completion

Early 2024



Partnership with the City of Round Rock

Original Contract Amount = $23,409,120.97

Construction is managed by the City of Round Rock

Kenney Fort Boulevard – Seg. 2 and 3
(Forest Creek Drive to SH 45)



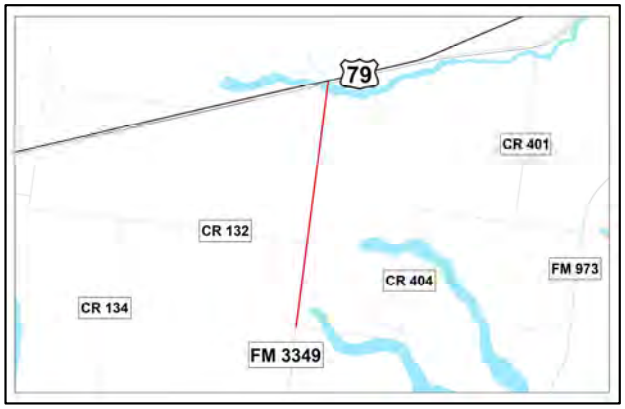
Kenney Fort Boulevard – Seg. 2 and 3
(Forest Creek Drive to SH 45)



East Wilco Highway (FM 3349 / US 79 Interchange)
(US 79 to CR 404)

Anticipated Completion

Summer 2025 (Roadwork)



Original Contract Amount = $81,941,038.13

Total Change Orders = $1,843,295.83

Adjusted Contract Price = $ 83,784,333.96

Expenditures to Date = $32,318,295.36 (39%)

East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)



WILCO TEXAS

East Wilco Highway (FM 3349 / US 79 Interchange)
(US 79 to CR 404)



East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)



CR 366 Reconstruction
(Chandler Road to Carlos G. Parker Blvd.)

Anticipated Completion

Summer 2024



Original Contract Amount = $17,694,262.46

Total Change Orders = $11,562.50

Adjusted Contract Price = $17,705,824.96

Expenditures to Date = $8,682,612.36 (49%)

CR 366 Reconstruction
(Chandler Road to Carlos G. Parker Blvd.)



CR 366 Reconstruction
(Chandler Road to Carlos G. Parker Blvd.)



CR 366 Reconstruction
(Chandler Road to Carlos G. Parker Blvd.)

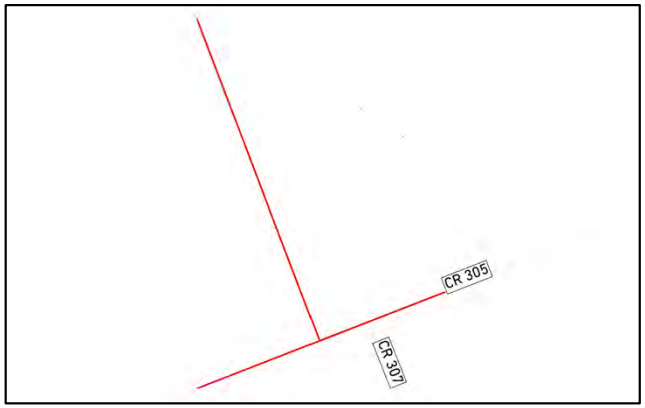


WILCO TEXAS

CR 307 Reconstruction
(CR 307 North of CR 305)

Anticipated Completion

Late 2023



Original Contract Amount = $2,796,832.80

Total Change Orders = $10,447.50

Adjusted Contract Price = $2,807,280.30

Expenditures to Date = $1,337,261.00 (48%)

CR 307 Reconstruction
(CR 307 North of CR 305)



CR 307 Reconstruction
(CR 307 North of CR 305)



Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)

Anticipated Completion

Fall 2025



Original Contract Amount = $30,540,848.03

Total Change Orders = $0.00

Adjusted Contract Price = $30,540,848.03

Expenditures to Date = $1,552,457.20 (5%)

Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)



Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)



Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)



WILCO TEXAS

ROAD BOND PROGRAM

Construction Summary Report

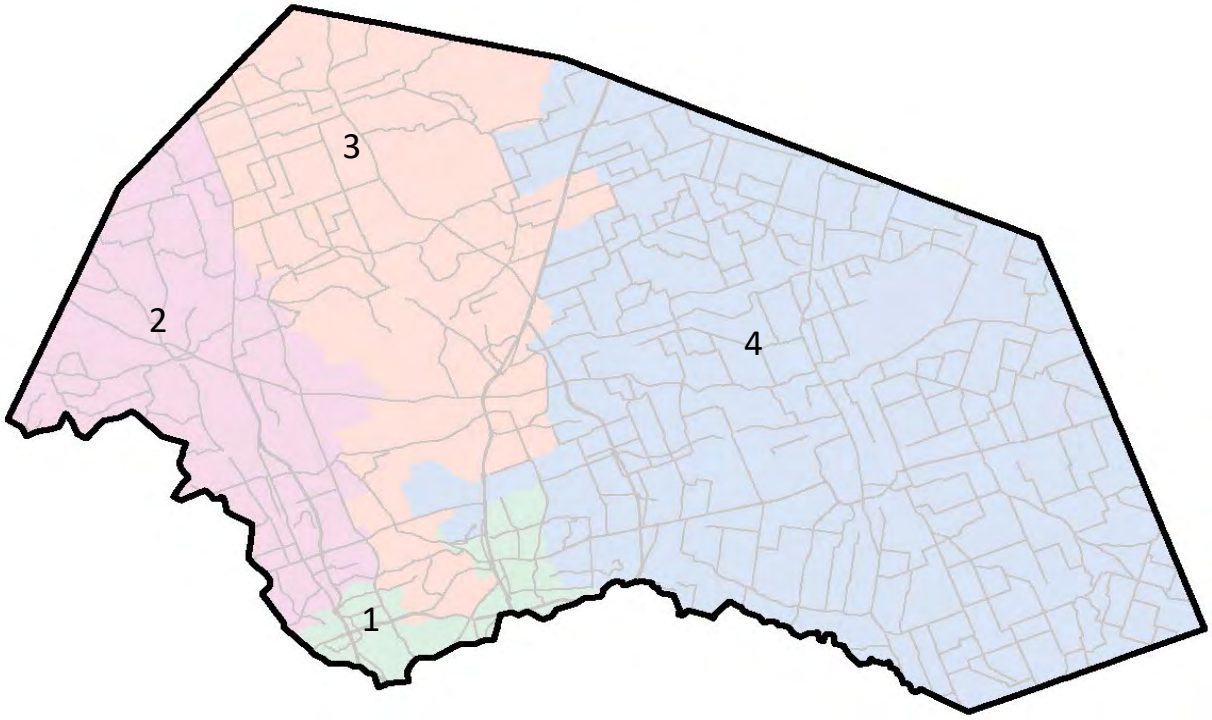
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

November 2023

WWW.WILCOTX.GOV

Volume XXV - Issue No.11



Presented By: HNTB

Table of Contents



Completed Projects 1

PRECINCT No. 1 – Commissioner Terry Cook 5

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive) 8

PRECINCT No. 2 – Commissioner Cynthia Long 10

CR 258 Extension (US 183 to Sunset Ridge Drive) 13

Ronald Reagan at Elizabeth Park Tempoary Signals 15

PRECINCT No. 3 – Commissioner Valerie Covey 16

Great Oaks Drive Bridge at Brushy Creek 19

CR 111 Westinghouse Road 21

Southwest Bypass Extension 24

CR 245 Reconstruction 25

Corridor H/Sam Bass Road 27

PRECINCT No. 4 – Commissioner Russ Boles 29

East Wilco Highway (Southeast Loop Segment 1, Phase 1) 32

CR 401 Reconstruction 34

Samsung Highway (Future County Road) (CR 404 to FM 973) 35

East Wilco Highway (FM 3349 at US 79 (FM 3349 from US to CR 404)) 36

CR 366 (Chandler Road to Carlos G. Parker Boulevard) 39

Bud Stockton Extension (CR 305 to FM 487) 41

CR 404 at FM 973 Improvements 42

CR 307 and CR 305 (CR 307 North of CR 305) 43

Samsung Highway (CR 404 Realignment) (FM 3349 to CR 404) 45

Corridor C / SH 29 Bypass 46

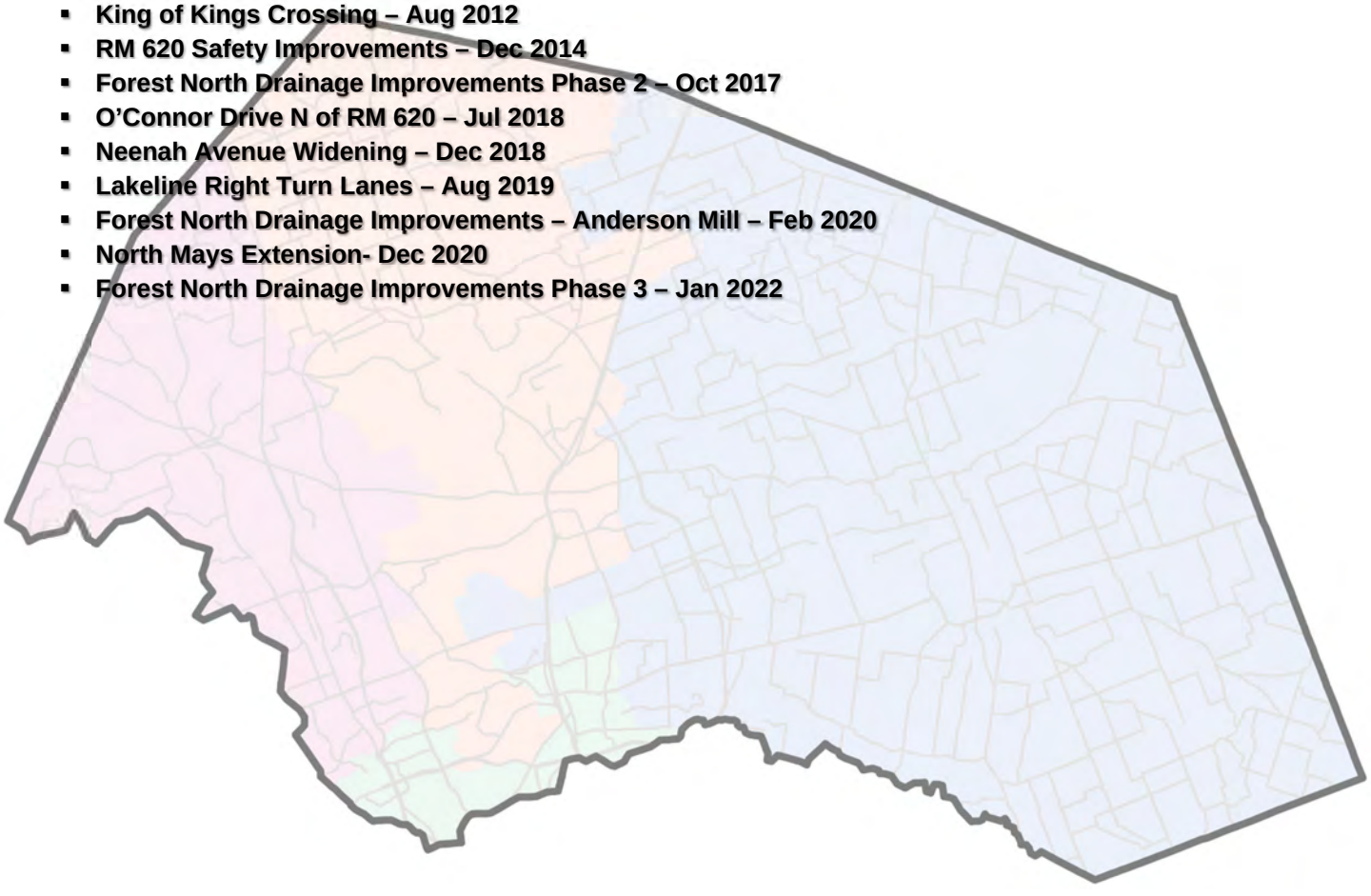
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2023

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Forest North Drainage Improvements – Anderson Mill – Feb 2020**
- **North Mays Extension- Dec 2020**
- **Forest North Drainage Improvements Phase 3 – Jan 2022**



WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2023

Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**
- **San Gabriel Ranch Road Bridge – Mar 2020**
- **Corridor F / US 183 Planning - Jan 2021**
- **Seward Junction Improvements – Mar 2021**
- **Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd – Feb 2022**
- **CR 200 (CMTA Railroad to CR 201) – Oct 2022**
- **Ronald Reagan Safety Improvements – July 2023**



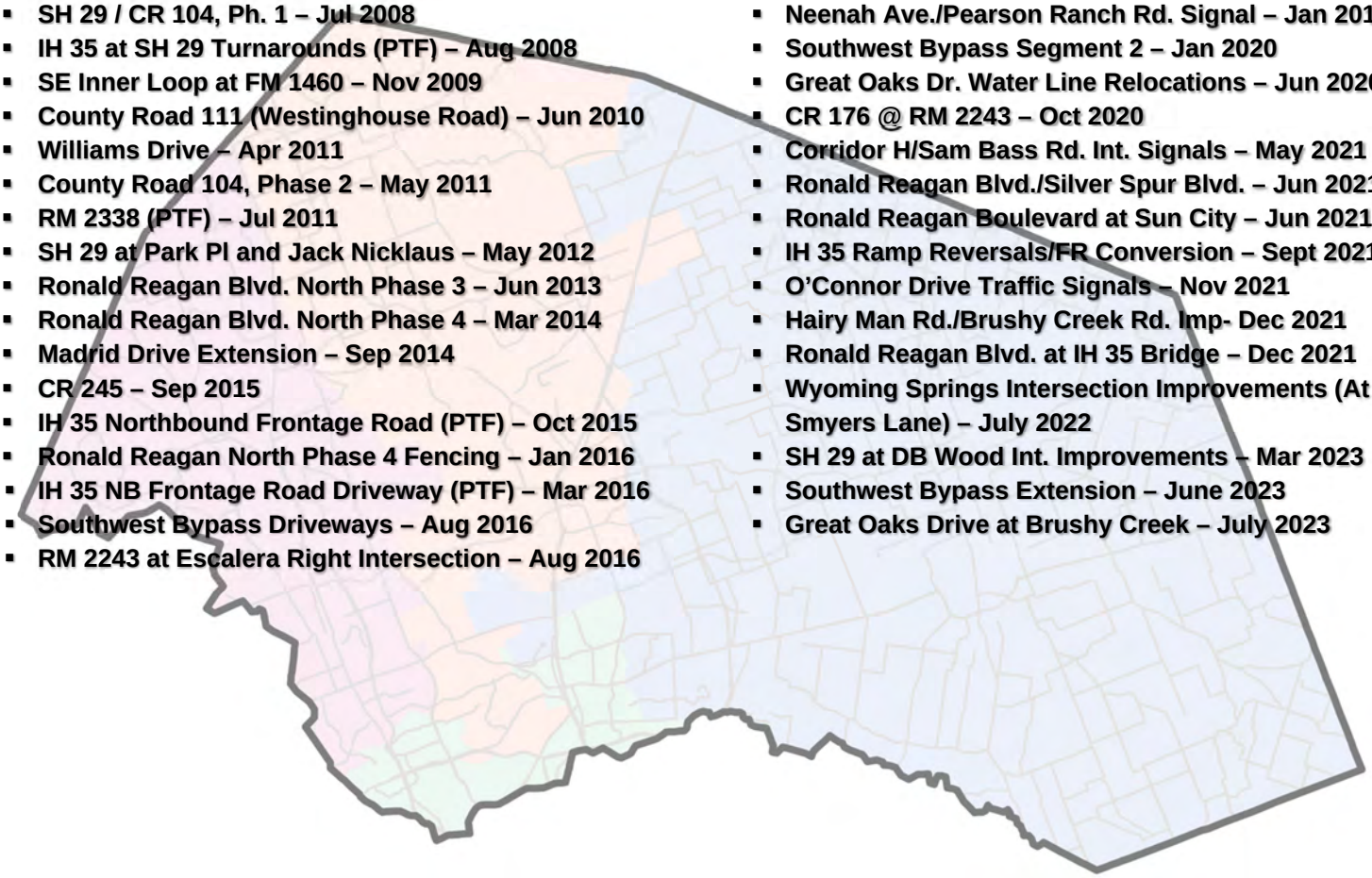
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2023

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relo. for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 NB Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Intersection – Aug 2016
- SH 29 at Cedar Hollow Right Int. Imp. – Aug 2016
- Southwest Bypass Access Route – Jul 2017
- Pearson Ranch Road – Oct 2017
- Arterial H Extension Phase I– Feb 2018
- Relo. of Williamson County Regional WL – Apr 2018
- RM 620 Phase 2 – Jul 2018
- Southwest Bypass Segment 1 – Sept 2018
- Inner Loop Improvements – Dec 2018
- Neenah Ave./Pearson Ranch Rd. Signal – Jan 2019
- Southwest Bypass Segment 2 – Jan 2020
- Great Oaks Dr. Water Line Relocations – Jun 2020
- CR 176 @ RM 2243 – Oct 2020
- Corridor H/Sam Bass Rd. Int. Signals – May 2021
- Ronald Reagan Blvd./Silver Spur Blvd. – Jun 2021
- Ronald Reagan Boulevard at Sun City – Jun 2021
- IH 35 Ramp Reversals/FR Conversion – Sept 2021
- O'Connor Drive Traffic Signals – Nov 2021
- Hairy Man Rd./Brushy Creek Rd. Imp- Dec 2021
- Ronald Reagan Blvd. at IH 35 Bridge – Dec 2021
- Wyoming Springs Intersection Improvements (At Smyers Lane) – July 2022
- SH 29 at DB Wood Int. Improvements – Mar 2023
- Southwest Bypass Extension – June 2023
- Great Oaks Drive at Brushy Creek – July 2023



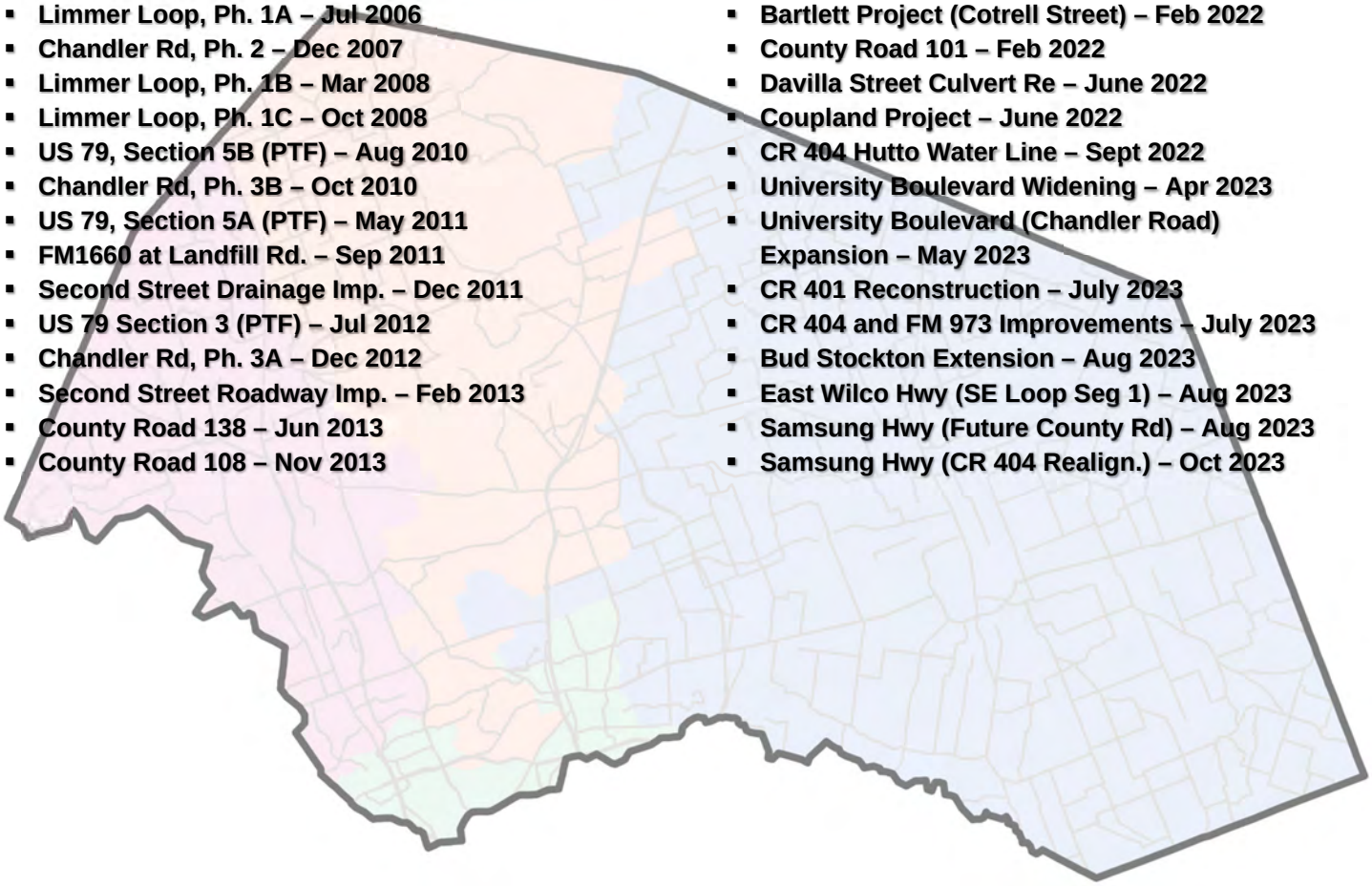
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

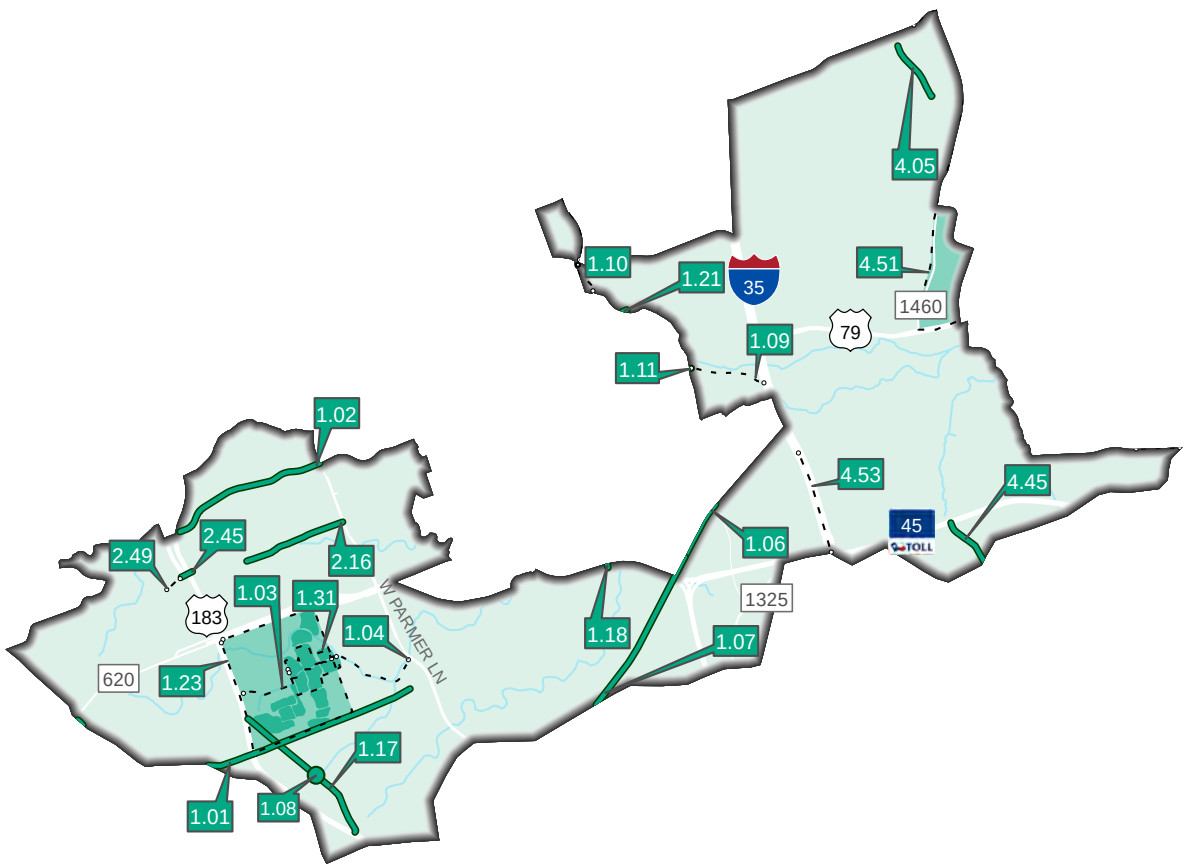
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2023

Precinct 4

- **Bridge RPLs (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge RPL – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Imp. – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Imp. – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi-Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail– Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**
- **County Road 110 Middle – Oct 2020**
- **CR Paving (401, 402 & 404) – Nov 2021**
- **Thrall Project (S. Bounds Street) – Jan 2022**
- **Bartlett Project (Cotrell Street) – Feb 2022**
- **County Road 101 – Feb 2022**
- **Davilla Street Culvert Re – June 2022**
- **Coupland Project – June 2022**
- **CR 404 Hutto Water Line – Sept 2022**
- **University Boulevard Widening – Apr 2023**
- **University Boulevard (Chandler Road) Expansion – May 2023**
- **CR 401 Reconstruction – July 2023**
- **CR 404 and FM 973 Improvements – July 2023**
- **Bud Stockton Extension – Aug 2023**
- **East Wilco Hwy (SE Loop Seg 1) – Aug 2023**
- **Samsung Hwy (Future County Rd) – Aug 2023**
- **Samsung Hwy (CR 404 Realign.) – Oct 2023**



2000/2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



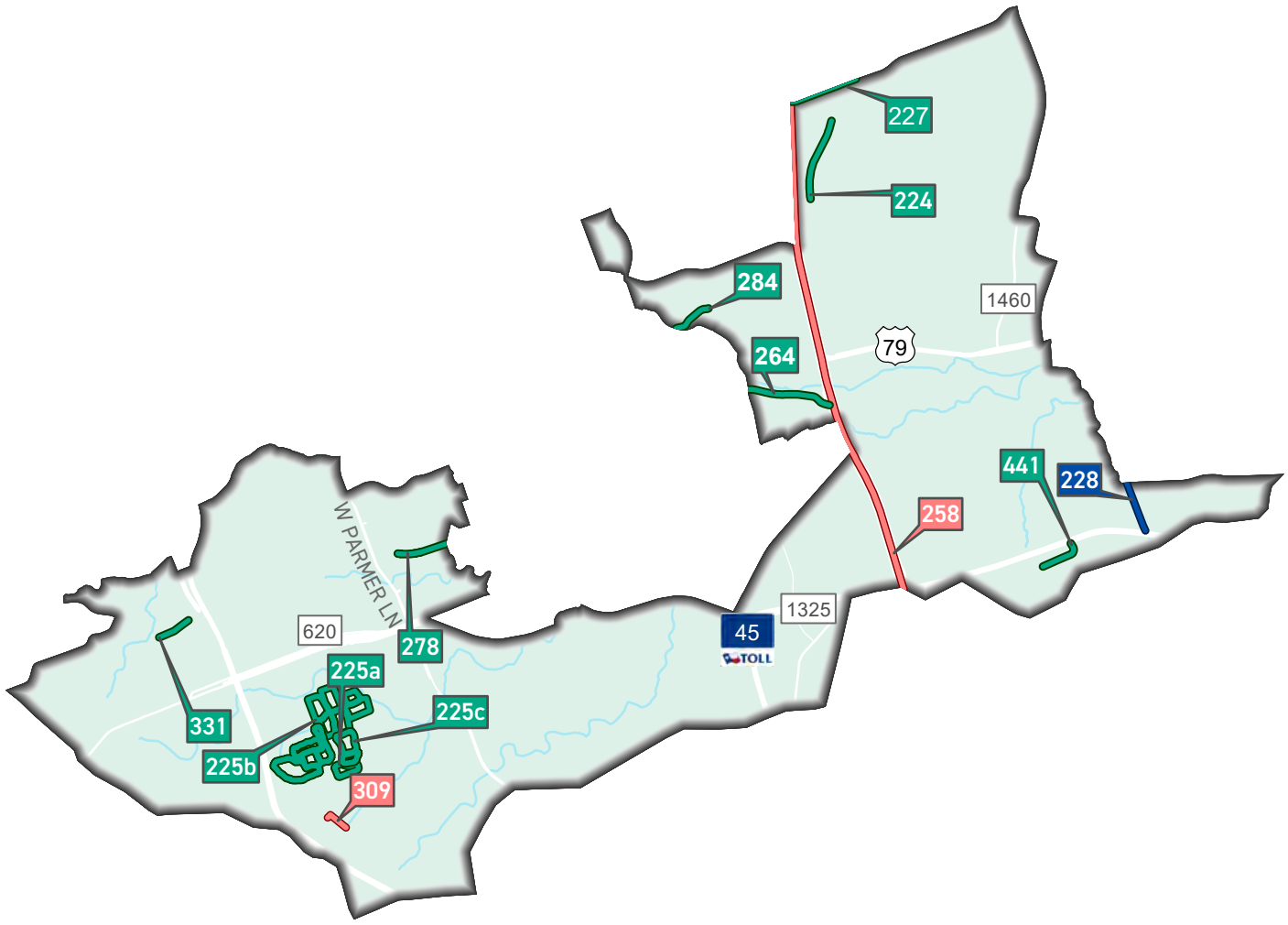
Completed/Open to Traffc

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage - Phase 1 ----
1.04 Lake Creek Drainage - Phase 2 ----
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility ----
1.10 Wyoming Springs North ----
1.11 RM 620 Interim Improvements - Phase 1
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Improvements - Phase 1
1.31 Forest North Drainage Improvements - Phase 2
1.31 Forest North Drainage Improvements - Phase 3
2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
2.45 Lakeline Blvd. at US 183
2.49 Lakeline Blvd. Right Turn Lanes ----
4.05 CR 112 - Phase 1
4.45 CR 170
4.53 IH 35 Operational Analysis ----

---- Study

2013 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
309 Pond Springs Road Area Drainage Improvements

Under Construction/Bidding

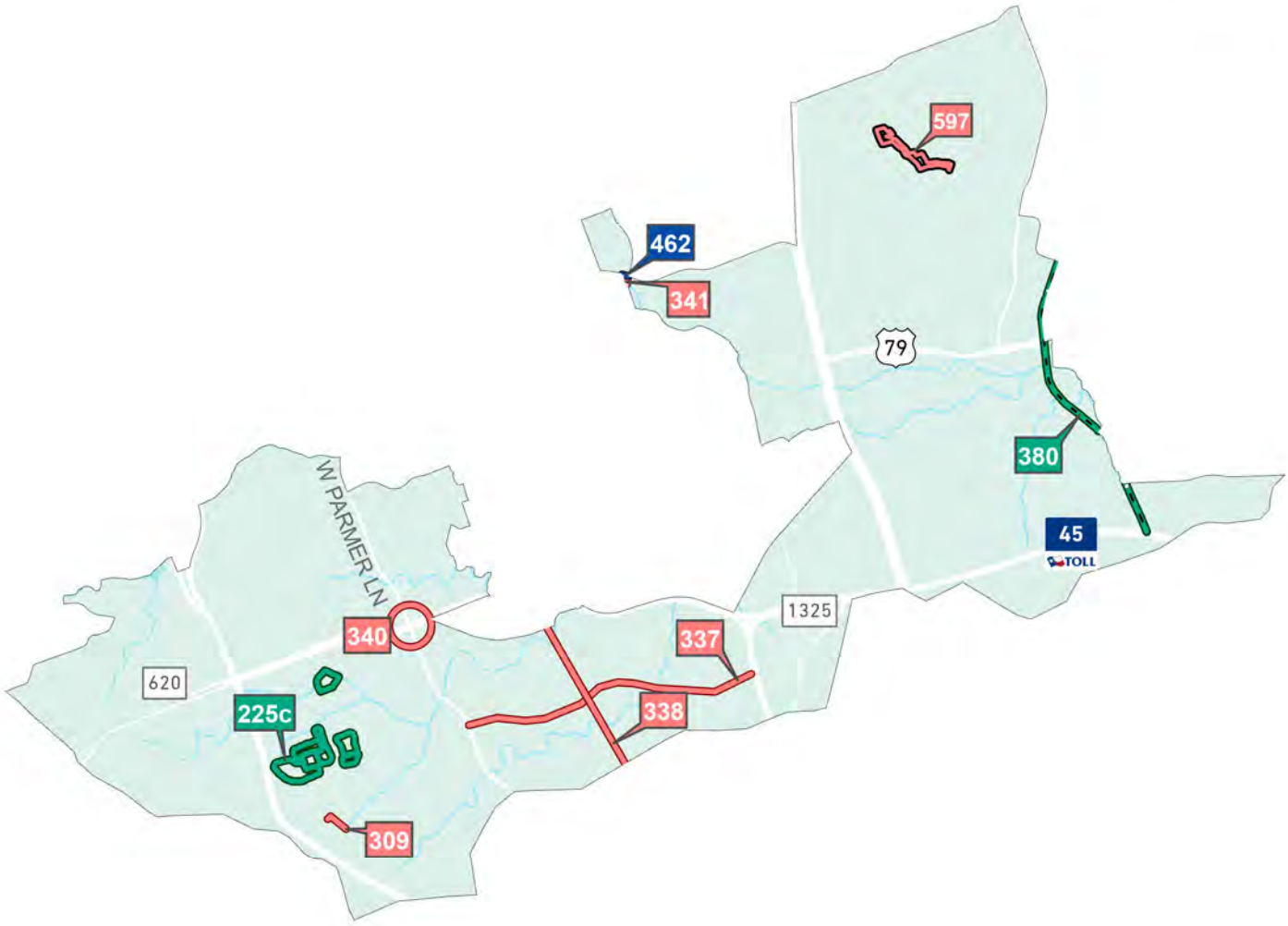
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)

Completed/Open to Traffic

224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
225a Forest North Drainage Improvements Anderson Mill Zone
225b Forest North Drainage Improvements Phase 2
225c Forest North Drainage Improvements Phase 3 (Design)
227 University Boulevard Widening (IH 35 to Sunrise Road)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
331 Lakeline Boulevard Right Turn Lanes
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

309 Pond Springs Road Area Drainage Improvements
337 Anderson Mill Road (FM734 - Loop 1)
338 RM 620/SH 45 Intersection to McNeil Road
340 Parmer Lane at SH 45 Interchange
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
597 Chandler Branch Tributary 3 - Channel Improvements Project

Under Construction/Bidding

462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic

225c Forest North Drainage Improvements Phase 3
380 MoKan (University Boulevard to SH 45)

Project Name: North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)
Project No. 1810-265 Original Contract Price = $10,775,835.75

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/14/2018	12/4/2018	1/18/2019	1/28/2019	12/16/2020			410	279	689

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/28/2019	1/31/2019	4	$523,139.40	$523,139.40	$58,126.60	$58,126.60	5	1
2	2/1/2019	2/28/2019	28	$2,584.80	$525,724.20	$287.20	$58,413.80	5	5
3	3/1/2019	4/30/2019	61	$102,281.40	$628,005.60	$11,364.60	$69,778.40	6	13
4	5/1/2019	5/31/2019	31	$593,318.74	$1,221,324.34	$65,924.30	$135,702.70	12	18
5	6/1/2019	6/30/2019	30	$188,661.93	$1,409,986.27	$20,962.44	$156,665.14	13	22
6	7/1/2019	7/31/2019	31	$590,007.31	$1,999,993.58	$65,556.37	$222,221.51	19	27
7	8/1/2019	8/31/2019	31	$628,396.35	$2,628,389.93	$69,821.82	$292,043.33	25	31
8	9/1/2019	9/30/2019	30	$2,393,911.61	$5,022,301.54	$265,990.17	$558,033.50	47	36
9	10/1/2019	10/31/2019	31	$724,961.48	$5,747,263.02	$80,551.28	$638,584.78	54	40
10	11/1/2019	11/30/2019	30	$378,890.89	$6,126,153.91	$42,098.99	$680,683.77	58	45
11	12/1/2019	12/31/2019	31	$341,316.16	$6,467,470.07	$37,924.02	$718,607.79	61	49
12	1/1/2020	1/31/2020	31	$258,548.22	$6,726,018.29	$28,727.58	$747,335.37	64	54
13	2/1/2020	2/29/2020	29	$191,886.33	$6,917,904.62	$21,320.70	$768,656.07	65	58
14	3/1/2020	3/31/2020	31	$176,371.44	$7,094,276.06	$19,596.83	$788,252.90	67	62
15	4/1/2020	4/30/2020	30	$395,476.16	$7,489,752.22	$43,941.79	$832,194.69	71	67
16	5/1/2020	5/31/2020	31	$277,797.27	$7,767,549.49	$30,866.36	$863,061.05	73	71
17	6/1/2020	6/30/2020	30	$385,340.38	$8,152,889.87	$42,815.60	$905,876.65	77	75
18	7/1/2020	7/31/2020	31	$418,604.43	$8,571,494.30	$46,511.61	$952,388.26	81	80
19	8/1/2020	8/31/2020	31	$202,731.51	$8,774,225.81	$22,525.72	$974,913.98	83	84
20	9/1/2020	9/30/2020	30	$117,670.32	$8,891,896.13	$13,074.48	$987,988.46	84	89
21	10/1/2020	10/31/2020	31	$305,827.52	$9,197,723.65	$33,980.83	$1,021,969.29	87	93
22	11/1/2020	11/30/2020	30	$190,635.28	$9,388,358.93	$21,181.70	$1,043,150.99	89	98
23	12/1/2020	12/31/2020	16	$338,985.41	$9,727,344.34	$37,665.05	$1,080,816.04	92	100
24	1/1/2021	2/28/2021	0	$165,603.43	$9,892,947.77	$18,400.38	$1,099,216.42	94	100
25	3/1/2021	5/31/2021	0	$1,535,933.64	$11,428,881.41	-$1,099,216.42	$0.00	97	100
26	6/1/2021	12/31/2021	0	$18,800.00	$11,447,681.41	$0.00	$0.00	97	100
27	1/1/2022	5/31/2022	0	$264,978.20	$11,712,659.61	$0.00	$0.00	99.67	100
28	6/1/2022	12/31/2022	0	$37,397.98	$11,750,057.59	$0.00	$0.00	99.99	100

11/30/2023 Comments - Final walk through with the City of Round Rock is scheduled for 12/5/23.

Change Order Number	Approved	Cost This CO	Total COs
01	5/5/2020	$0.00	$0.00

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.

Change Order Number	Approved	Cost This CO	Total COs
02	5/5/2020	$24,898.11	$ 24,898.11

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway access. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.

Change Order Number	Approved	Cost This CO	Total COs
03	10/6/2020	$67,872.45	$ 92,770.56

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for adding electronic portable changeable message boards to provide advance notification of the closure of North Mays, from Jeffery Way to Paloma Drive. The Change Order also adds compensation for the removal of the City of Round Rock Public Safety Training Center sign. Electrical ground boxes and installation of illumination on the Chandler Branch bridge will be added at the request of Oncor.

Change Order Number	Approved	Cost This CO	Total COs
04	10/6/2020	$21,002.40	$ 113,772.96

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a 24” encasement to the relocation of the new City of Round Rock 12” Water Line A that crosses the roadway at the north end of the project. The installation of the water line was included in the plans, but the encasement was not. The encasement is required to protect the water line under the roadway.

Change Order Number	Approved	Cost This CO	Total COs
05	2/23/2021	$194,528.81	$ 308,301.77

2G: Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including the additional cost of hauling embankment material due to delays in the relocation of existing utilities. 3F: Additional work desired by the County. Pay items were added for electronic changeable message boards that have been used during road closures at the south end of the project, a driveway on North Mays Street north of the City of Round Rock Public Safety Training Center, and traffic control devices that were added at the northbound lane drop transition at the north end of the project. 2E: Differing Site Conditions (unforeseeable). This Change Order also includes adjustment of existing water valve risers, a manhole in the North Mays Street and Paloma Drive intersection, and a wall along the sidewalk in front of the City of Round Rock Public Safety Training Center.

Change Order Number	Approved	Cost This CO	Total COs
6	3/23/2021	$364,733.96	$ 673,035.73

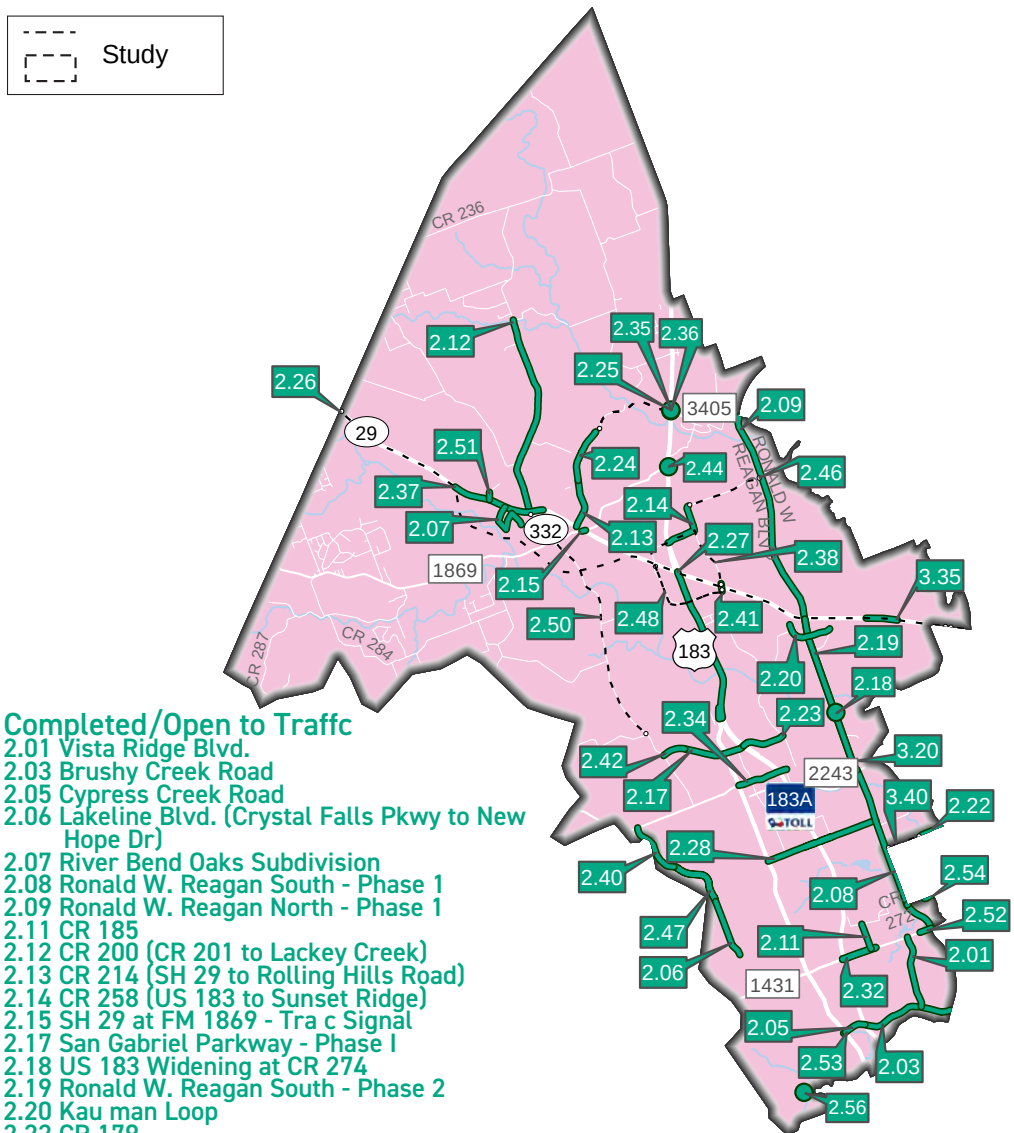
6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

Change Order Number	Approved	Cost This CO	Total COs
7	4/12/2022	$302,109.20	$ 975,144.93

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the interim final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order adds items to compensate the contractor for various work including installation of soil stabilization measures under the bridge. 4B: Third Party Accommodation. Third party requested work. This Change Order also adds a Force Account item to pay for the installation of Oncor illumination poles, wire and conduit south of the bridge.

Adjusted Price = $11,750,980.68

2000/2006 Road Bond Program Projects
Precinct 2 - Commissioner Long

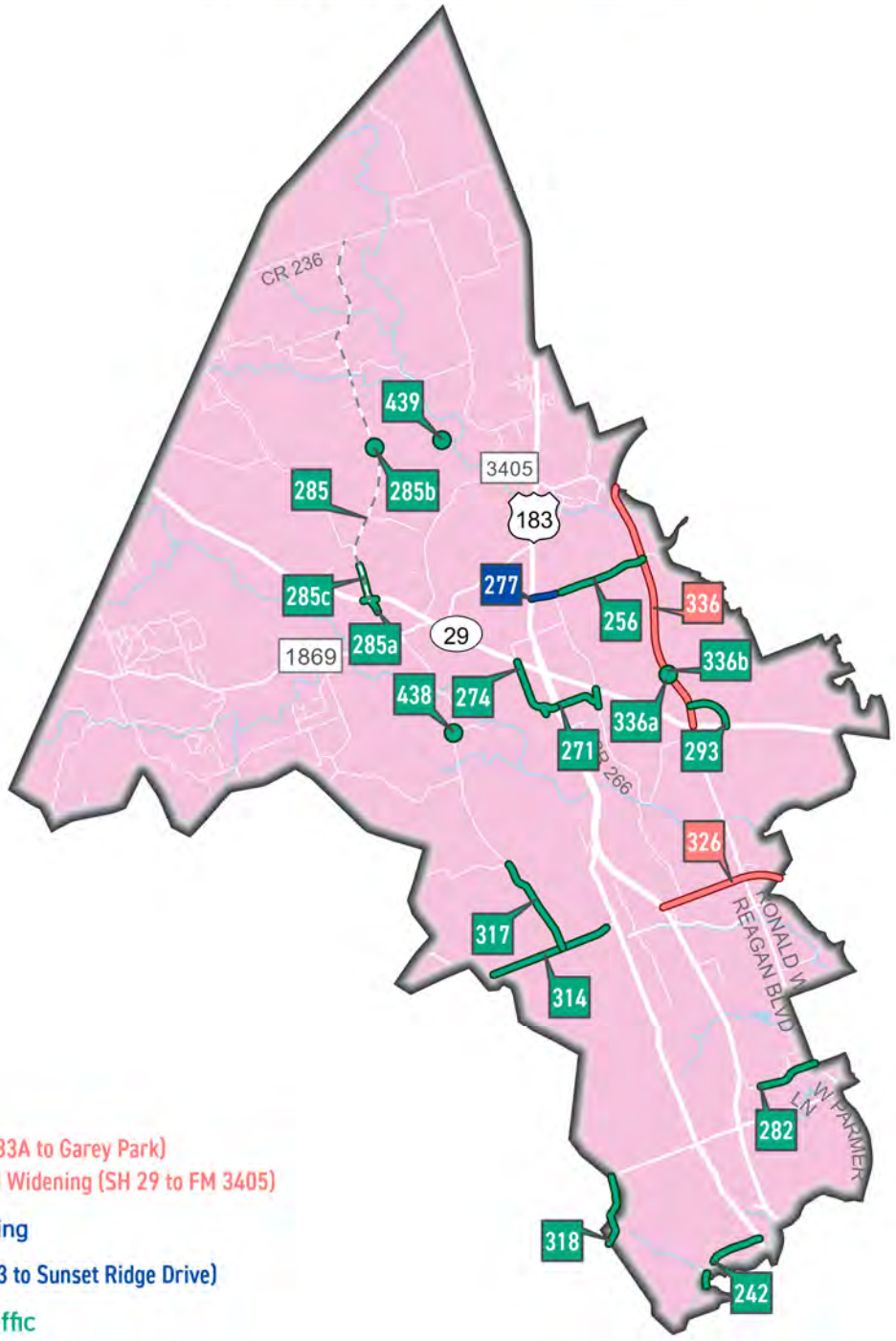


Completed/Open to Traffc

2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South - Phase 1
2.09 Ronald W. Reagan North - Phase 1
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Road)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 SH 29 at FM 1869 - Tra c Signal
2.17 San Gabriel Parkway - Phase I
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South - Phase 2
2.20 Kau man Loop
2.22 CR 179
2.23 San Gabriel Parkway - Phase 2
2.24 CR 214 - Phase 2A
2.25 CR 214 - Phase 2B Schematic ----
2.26 SH 29 Improvements and Schematic ----
2.27 US 183 (PTF)
2.28 CR 272 Overlay (1st)
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Tra c Signal
2.36 US 183 at FM 3405 Left Turn Lanes
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements ----
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design) ----
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW) ----
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29) ----
2.51 CR 277
2.52 RM 1431 at Parmer / Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane
3.20 Ronald W. Reagan South - Phase 2
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

2013 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

326 RM 2243 Realignment (183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding

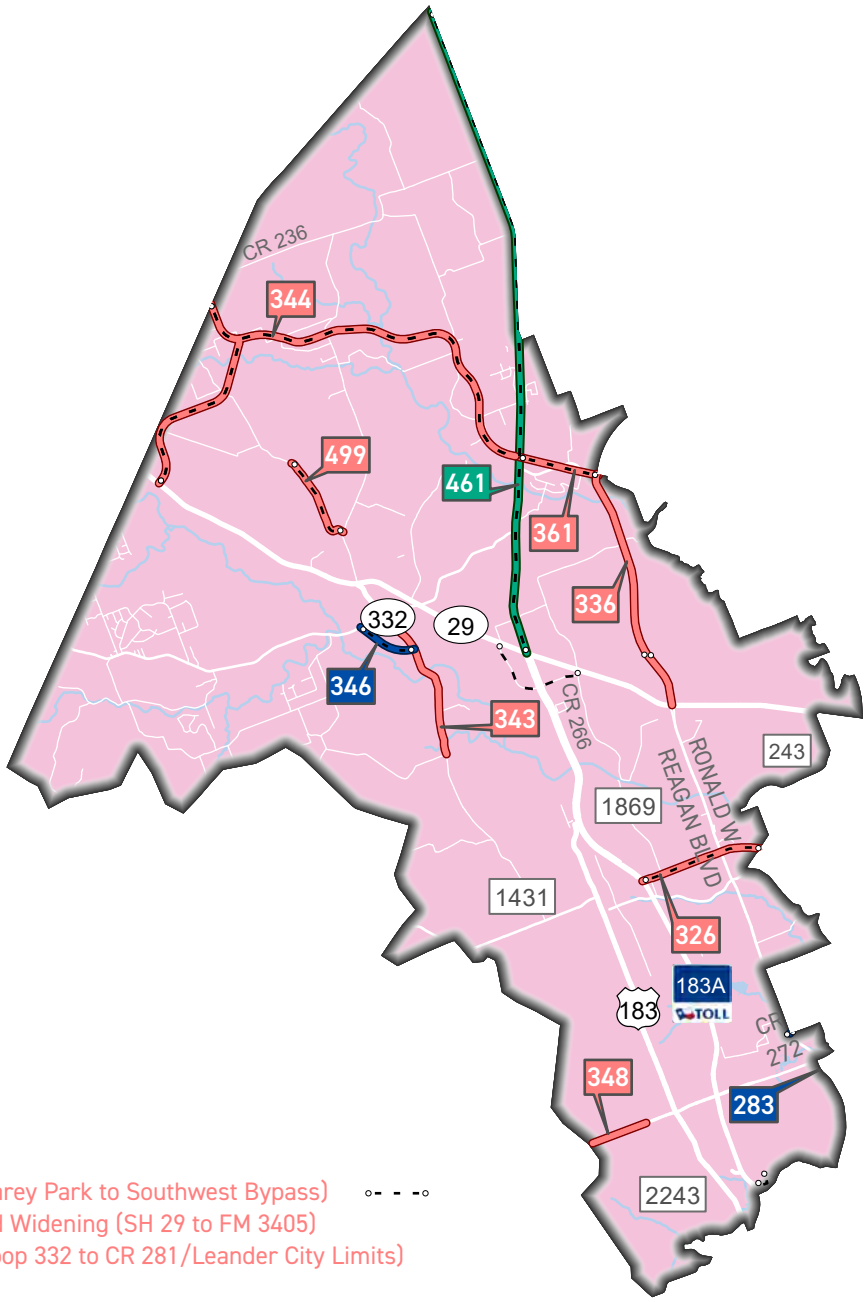
277 CR 258 Extension (US 183 to Sunset Ridge Drive)

Completed/Open to Traffic

242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study and Schematic (SH 29 to CR 236)
285a State Highway 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
285c CR 200 (CMTA Railroad to CR 201)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita
336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
336b Ronald Reagan Safety Improvements
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

2019 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

326 RM 2243 Realignment (Garey Park to Southwest Bypass)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
343 Bagdad Road /CR 279 (Loop 332 to CR 281/Leander City Limits) to Sam Bass Road)
344 Corridor I2 (Burnet County Line to US 183)
348 Whitestone Boulevard Widening (Bagdad Road to Anderson Mill Road)
361 Corridor I1 (FM 3405) (Ronald Reagan Boulevard to US 183)
499 CR 201 (CR 200 to Umbrella Sky)

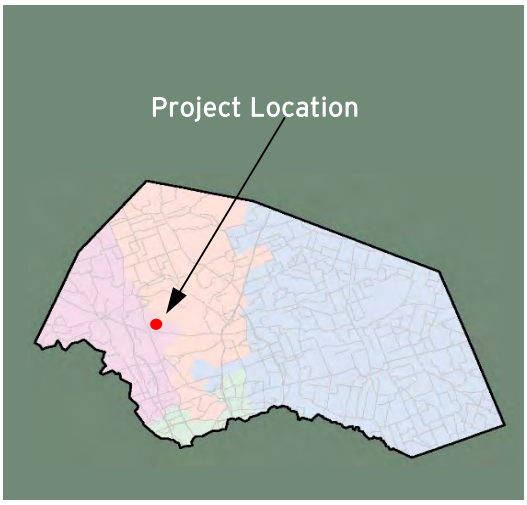
Under Construction/Bidding

283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

Completed/Open to Traffic

461 Corridor F/US 183 (Williamson/Burnet County Line to SH 29)





CR 258 Extension
(US 183 to Sunset Ridge Drive)

Project Length: 0.526 Miles
Roadway Classification: Major Collector

Project Schedule: October 2022 - Early 2024
Estimated Construction Cost: $6.7 Million



NOVEMBER 2023 IN REVIEW

11/3/2023: Joe Bland Construction (JBC) continued processing flexible base for the Liberty Hill ISD widening.

11/10/2023: JBC formed and poured concrete riprap in the ditch west of old southbound CR 258 and began forming the Liberty Hill ISD concrete driveway. Subcontractor LoneStar Paving primed, seal coated and paved the Liberty Hill ISD right widening with hot mix asphalt.

11/17/2023: JBC poured the Liberty Hill ISD concrete driveway, riprap in the ditch west of existing CR 258, and various safety end treatments throughout the project.

11/24/2023: JBC completed pouring safety end treatments at the Liberty Hill ISD driveway, poured miscellaneous riprap throughout the project and continued grading and spreading topsoil around riprap.



Design Engineer: American Structurepoint
Contractor: Joe Bland Construction
Construction Observation: Bruce Thurin, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: CR 258 Extension
Project No. 22IFB141

Original Contract Price = $5,836,754.36

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
9/14/2022	9/27/2022	11/28/2022	12/8/2022				395	-29	366

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/1/2022	11/30/2022	0	$47,590.20	$47,590.20	$5,287.80	$5,287.80	1	0
2	12/1/2022	1/31/2023	55	$536,565.20	$584,155.40	$59,618.36	$64,906.16	10	15
3	2/1/2023	2/28/2023	28	$463,314.38	$1,047,469.78	$51,479.37	$116,385.53	17	23
4	3/1/2023	3/31/2023	31	$354,614.85	$1,402,084.63	$39,401.65	$155,787.18	23	31
5	4/1/2023	4/30/2023	30	$455,839.20	$1,857,923.83	$50,648.80	$206,435.98	31	39
6	5/1/2023	5/31/2023	31	$1,166,374.04	$3,024,297.87	$129,597.12	$336,033.10	50	48
7	6/1/2023	6/30/2023	30	$1,003,480.88	$4,027,778.75	-$124,044.74	$211,988.36	64	56
8	7/1/2023	7/31/2023	31	$614,801.35	$4,642,580.10	$32,357.96	$244,346.32	73	64
9	8/1/2023	8/31/2023	31	$170,332.60	$4,812,912.70	$8,964.87	$253,311.19	76	73
10	9/1/2023	9/30/2023	30	$192,986.82	$5,005,899.52	$10,157.21	$263,468.40	79	81
11	10/1/2023	10/31/2023	31	$175,527.78	$5,181,427.30	$9,238.30	$272,706.70	82	90

11/30/2023 Comments- The Contractor began paving the final course of asphalt and placed topsoil and soil retention blankets throughout the project.

Change Order Number	Approved	Cost This CO	Total COs
01	11/11/2022	$ -	$ -

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the Contract to require that City of Georgetown, (collectively referred to as the "City") be an additional insured to Joe Bland Construction's, L.P. (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the City to the Contractor's insurance was in the terms and conditions of the Interlocal Agreement between the City and Williamson County.

Change Order Number	Approved	Cost This CO	Total COs
02	11/22/2022	$ 422,565.69	$ 422,565.69

3. County Convenience 3F: Additional Work Desired By The County: This Change Order adds items to the Contract for safety improvements needed at Ronald Reagan and Elizabeth Parkway. Ronald Reagan will be widened along the west side of the roadway to allow for a left turn lane into Elizabeth Parkway.

Change Order Number	Approved	Cost This CO	Total COs
03	6/6/2023	22,263.50	444,829.19

4D. Third Party Accommodation. Other. This Change Order compensates the Contractor for additional work to install sleeves for future utilities across CR 258 and Questa Trail. The payment will be split between the Developer and Williamson County. This method of payment was agreed on between the Developer and Williamson County.

Change Order Number	Approved	Cost This CO	Total COs
04	8/1/2023	-153,292.00	291,537.19

5A. Contractor exercises option to change the traffic control plan. This Change Order removes the unnecessary traffic control and construction items from the Contract, per the agreement to completely close existing CR 258 for the duration of Summer. This Change Order also revises the Disincentive dollar amount in the Project Construction Manual to $1,250/day. 1B. Design Error or Omission. This Change Order also revises the Unit of Measure for the asphalt items that were added in Change Order #2.

Change Order Number	Approved	Cost This CO	Total COs
05	9/14/2023	539,623.96	831,161.15

4B.Third Party Accommodation. Third party requested work. This Change Order provides payment to the contractor for widening the eastbound pavement, adding a right turn lane/driveway into Liberty Hill's proposed High School, and relocating an existing water line out from under the new Liberty Hill High School driveway. LHISD will reimburse the County 100%.

Adjusted Price = $6,667,915.51

Project Name: Ronald Reagan at Elizabeth Park Temporary Signals
Project No. 23IFB21

Original Contract Price = $216,902.22

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
2/7/2023	2/28/2023	4/7/2023	4/17/2023	7/6/2023			135		135

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/1/2023	4/30/2023	14	$30,069.40	$30,069.40	$3,341.04	$3,341.04	14	10
2	5/1/2023	5/31/2023	31	$64,940.18	$95,009.58	$7,215.58	$10,556.62	43	33
3	6/1/2023	6/30/2023	30	$86,210.24	$181,219.82	-$1,018.73	$9,537.89	78	56
4	7/1/2023	7/31/2023	6	$12,277.51	$193,497.33	-$5,588.96	$3,948.93	81	60

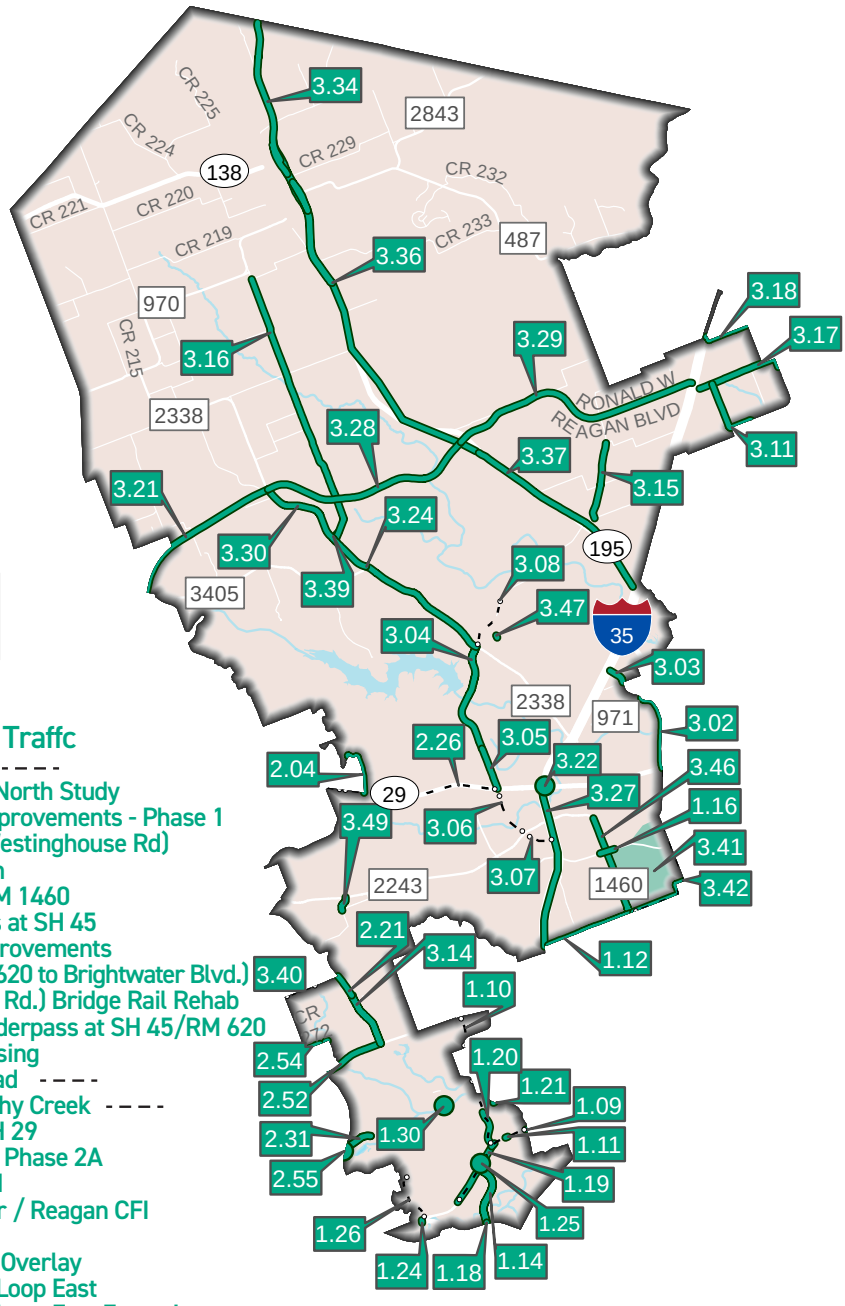
11/30/2023 Comments - The permanent controller was received the week of 11/27/23 and sent to TxDOT for programming and testing.

Change Order Number	Approved	Cost This CO	Total COs
01	5/24/2023	$28,245.75	$ 28,245.75

2. Unadjusted utility (unforeseeable). 2G. Other: This Change Order will add and remove items from the project due to unforeseen changes in field conditions. The project conditions have been altered since the initial design and this Change Order will correct these issues. This Change order will also compensate the contractor for installing a temporary controller so that the signal can be activated immediately rather than waiting on the permanent controller which has a long lead-time for delivery.

Adjusted Price = $245,147.97

2000/2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



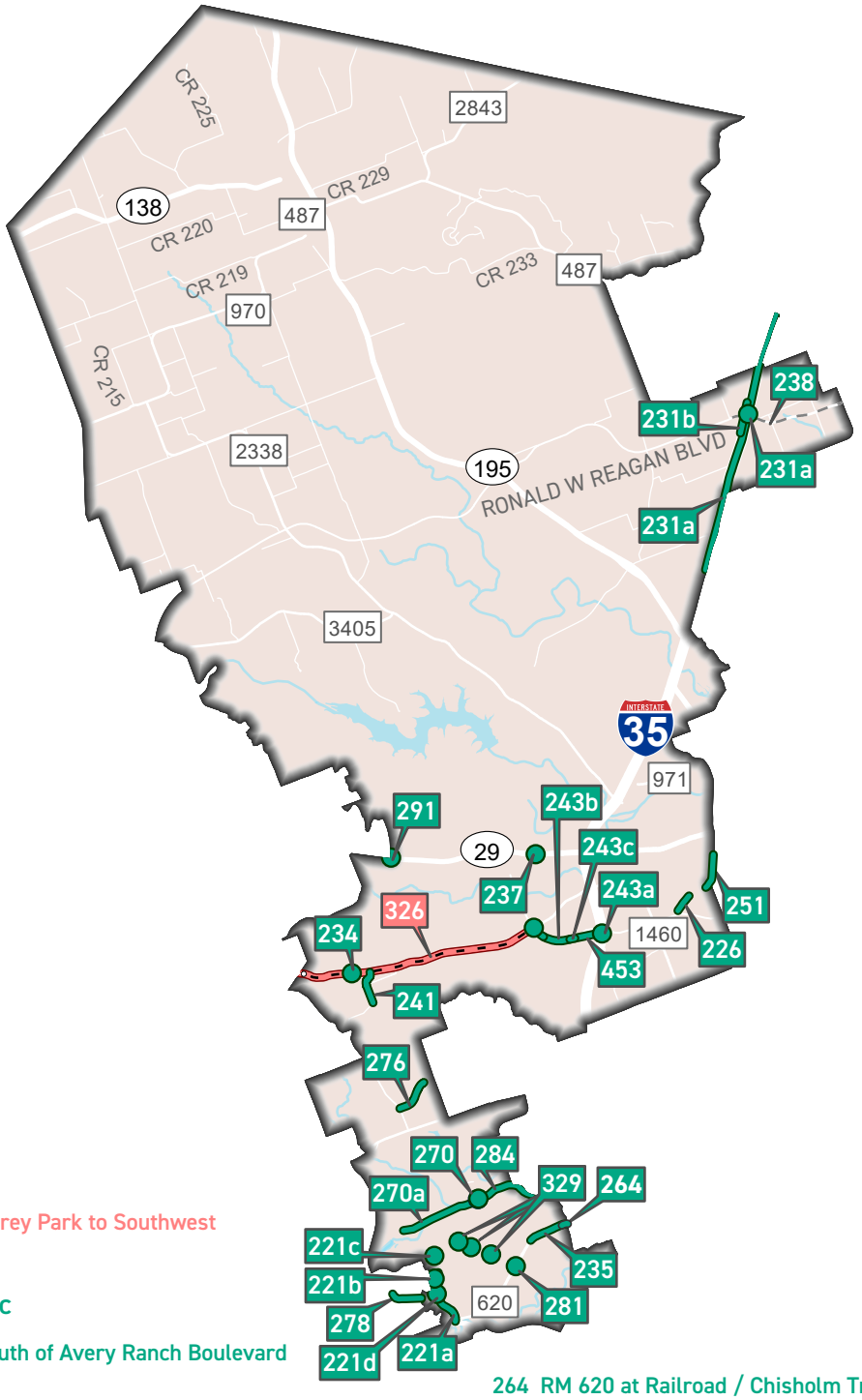
Study

Completed/Open to Traffc

1.09 RM 620 Feasibility - - - -
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.12 CR 111/CR 105 (Westinghouse Rd)
1.14 O'Connor Extension
1.16 SE Inner Loop at FM 1460
1.18 O'Connor Overpass at SH 45
1.19 RM 620 Safety Improvements
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.24 Pearson Ranch Underpass at SH 45/RM 620
1.25 King of Kings Crossing
1.26 Pearson Ranch Road - - - -
1.30 Great Oaks at Brushy Creek - - - -
2.04 Cedar Hollow at SH 29
2.21 CR 175 Extension - Phase 2A
2.31 Brushy Creek Road
2.52 RM 1431 at Parmer / Reagan CFI
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop - Project 1
3.05 Georgetown Inner Loop - Project 2
3.06 Georgetown Inner Loop - Project 3 - - - -
3.07 Georgetown Inner Loop - Project 4 - - - -
3.08 Georgetown Inner Loop - Project 5 - - - -
3.11 CR 145
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.21 Ronald W. Reagan North - Phase 2
3.22 IH 35 at SH 29 Turnarounds (PTF)
3.24 Williams Drive (RM 2338)
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.34 SH 195 Project 1
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179 - - - -
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (Design)
3.46 FM 1460 North
3.47 Madrid Drive Extension
3.49 CR 176 At RM 2243 - Intersection/Safety Improvements

2013 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

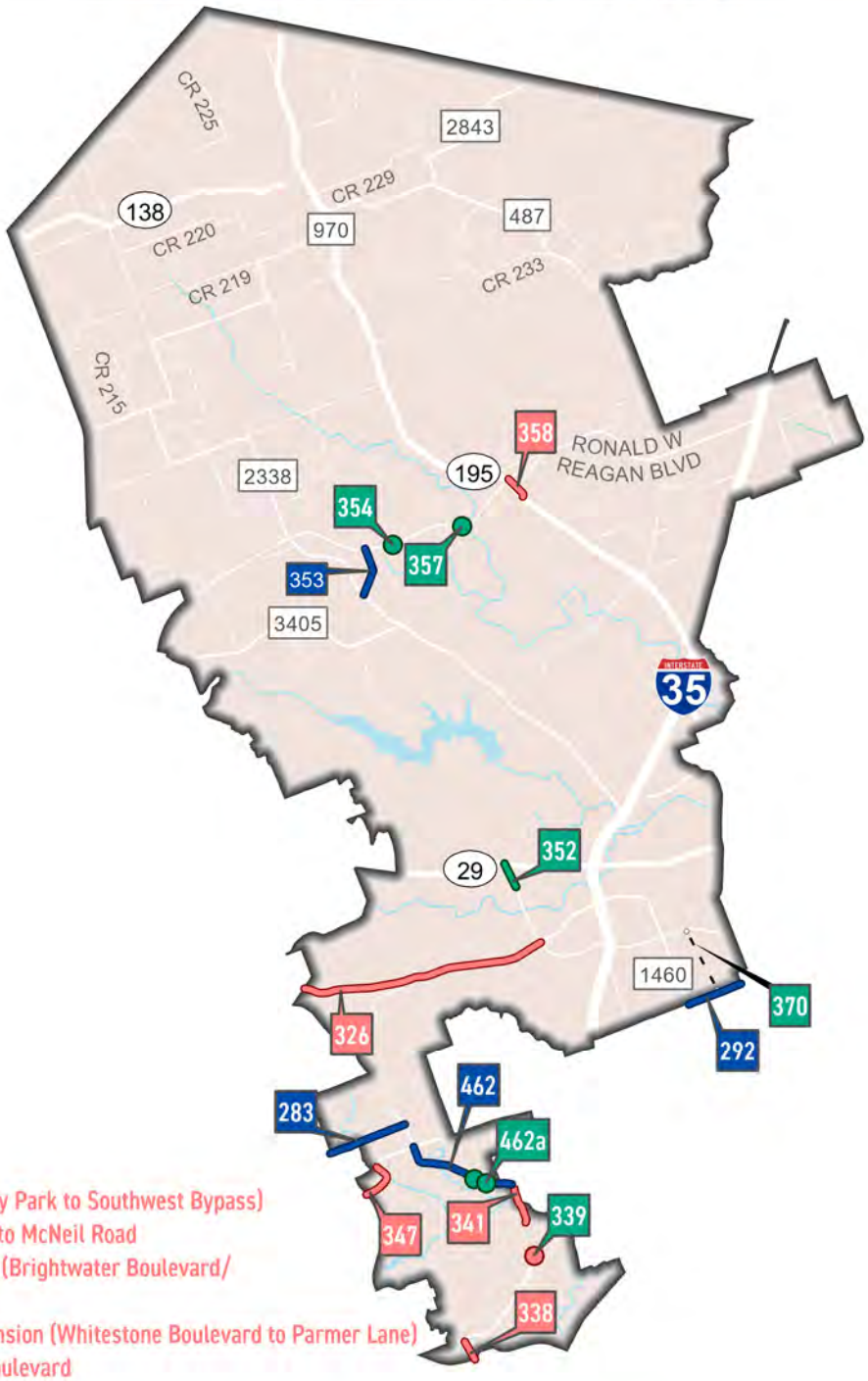
326 RM 2243 Realignment (Garey Park to Southwest Bypass) ◦- - -◦

Completed/Open to Traffic

221a Pearson Ranch Road (South of Avery Ranch Boulevard to SH 45 ROW)
221b Pearson Ranch Road and Iveans Way Pedestrian Crossing
221c Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
221d Neenah Avenue and Pearson Ranch Road Traffic Signal
226 Inner Loop Safety Improvements (LTL at Wilco Way)
231a IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231b Relocation of 48" Williamson County Regional Raw Waterline - Line B
231c Ronald Reagan Boulevard at IH 35 Bridge Replacement
234 RM 2243 at Escalera Parkway (Intersection Improvements)
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
237 SH 29 at DB Wood (Intersection Improvements)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243a Southwest Bypass Driveways
243b Southwest Bypass Access Route
243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements (LTL at Central Maintenance Facility)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
270 Great Oaks Drive Bridge at Brushy Creek
270a Great Oaks Drive Waterline Relocations
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620 Traffic Study and Safety Improvements
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
291 SH 29 at Cedar Hollow (Intersection Improvements)
292 Westinghouse Road/CR 111/CR 105 (FM 1460 to SH 130)
329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

326 RM 2243 Realignment (Garey Park to Southwest Bypass)
338 RM 620/SH 45 intersection to McNeil Road
341 Wyoming Springs Extension (Brightwater Boulevard/ Creek Bend to Sam Bass Road)
347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)
358 SH 195 at Ronald Reagan Boulevard

Under Construction/Bidding

283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
292 CR 111/CR 105 Westinghouse (FM 1460 to SH 130)
353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic

339 Wyoming Springs Intersection Improvements (At Smyers Lane)
352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
354 Ronald Reagan at Silver Spur Boulevard
357 Ronald Reagan at Sun City Boulevard
370 MoKan (Georgetown Inner Loop to University Boulevard)
462a Corridor H/Sam Bass Road Interim Traffic Signals (Walsh Ranch and Great Oaks Drive Intersections)

Project Name: Great Oaks Drive Improvements at Brushy Creek
Project No. T4327

Original Contract Price = $10,580,634.11

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/30/2021	8/3/2021	9/3/2021	9/13/2021	7/12/2023			585		585

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/13/2021	9/30/2021	18	$299,881.08	$299,881.08	$33,320.12	$33,320.12	3	3
2	10/1/2021	10/31/2021	31	$305,937.90	$605,818.98	$33,993.10	$67,313.22	6	8
3	11/1/2021	11/30/2021	30	$353,916.66	$959,735.64	$39,324.07	$106,637.29	10	14
4	12/1/2021	12/31/2021	31	$323,378.73	$1,283,114.37	$35,930.97	$142,568.26	13	19
5	1/1/2022	1/31/2022	31	$388,799.66	$1,671,914.03	$43,199.97	$185,768.23	17	24
6	2/1/2022	2/28/2022	28	$496,378.98	$2,168,293.01	$55,153.22	$240,921.45	22	29
7	3/1/2022	3/31/2022	31	$243,581.01	$2,411,874.02	$27,064.55	$267,986.00	25	34
8	4/1/2022	4/30/2022	30	$232,084.08	$2,643,958.10	$25,787.13	$293,773.13	27	39
9	5/1/2022	5/31/2022	31	$754,642.60	$3,398,600.70	$83,849.18	$377,622.31	35	45
10	6/1/2022	6/30/2022	30	$340,143.43	$3,738,744.13	$37,793.71	$415,416.02	38	50
11	7/1/2022	7/31/2022	31	$475,914.67	$4,214,658.80	$52,879.41	$468,295.43	43	55
12	8/1/2022	8/31/2022	31	$373,966.90	$4,588,625.70	$41,551.87	$509,847.30	47	60
13	9/1/2022	9/30/2022	30	$334,474.19	$4,923,099.89	$37,163.80	$547,011.10	50	65
14	10/1/2022	10/31/2022	31	$596,227.60	$5,519,327.49	$66,247.51	$613,258.61	56	71
15	11/1/2022	11/30/2022	30	$150,522.30	$5,669,849.79	$16,724.70	$629,983.31	58	76
16	12/1/2022	12/31/2022	31	$210,284.10	$5,880,133.89	$23,364.90	$653,348.21	60	81
17	1/1/2023	1/31/2023	31	$487,668.38	$6,367,802.27	$54,185.38	$707,533.59	65	86
18	2/1/2023	2/28/2023	28	$319,021.56	$6,686,823.83	$35,446.84	$742,980.43	68	91
19	3/1/2023	3/31/2023	31	$481,061.68	$7,167,885.51	$53,451.29	$796,431.72	73	97
20	4/1/2023	4/30/2023	30	$1,102,824.63	$8,270,710.14	-$361,131.19	$435,300.53	80	102
21	5/1/2023	5/31/2023	31	$398,266.76	$8,668,976.90	$20,961.41	$456,261.94	84	107
22	6/1/2023	6/30/2023	30	$713,888.01	$9,382,864.91	$37,573.06	$493,835.00	91	112
23	7/1/2023	7/31/2023	12	$518,248.40	$9,901,113.31	$27,276.23	$521,111.23	96	114
24	8/1/2023	8/31/2023	0	$85,268.20	$9,986,381.51	$4,487.80	$525,599.03	97	114
25	9/1/2023	9/30/2023	0	$351,666.54	$10,338,048.05	-$314,618.46	$210,980.57	97	114

11/30/2023 Comments - Contractor is procuring materials to install additional street name signs.

Change Order Number	Approved	Cost This CO	Total COs
01	3/29/2022	$ 29,487.96	$ 29,487.96

4B: Third Party Accommodation. Third Party Requested Work, 2E: Differing Site Condition. Miscellaneous difference in site conditions (unforeseeable), 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds items to pay the Contractor to pour a concrete cap over an existing City of Round Rock (CORR) wastewater manhole at Bent, excavate to find an existing CORR wastewater line trench, and for standby costs due to a conflict with existing ATT line at Culvert C.

Change Order Number	Approved	Cost This CO	Total COs
02	9/14/2022	$ 100,234.16	$ 129,722.12

6C. Untimely ROW/Utilities. Utilities not clear. This Change Order adds an item to pay the Contractor for emergency repairs to the existing City of Round Rock wastewater line that was damaged while drilling for a drill shaft for the Hairy Man bridge abutment. Cost sharing (one third) was agreed to by the County with the contractor, DeNucci Constructors.

Change Order Number	Approved	Cost This CO	Total COs
03	3/2/2023	27,926.96	157,649.08

1A: Incorrect PS&E. This Change Order adds items to pay for traffic rail Junction Boxes, a 36' tall traffic signal pole, an Electric Service TY A, a Guardrail End Treatment, and Removable Work Zone Pavement Markings. These items of work were not properly addressed in the project plan set.

Change Order Number	Approved	Cost This CO	Total COs
04	3/2/2023	11,820.42	169,469.50

3L. County Convenience. Revising safety work/measures desired by the County. This Change Order adds a pay item for additional pavement widening to improve the turning radius at the south end of the existing Great Oaks bridge over Brushy Creek.

Change Order Number	Approved	Cost This CO	Total COs
05	3/22/2023	2,831.80	172,301.30

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds an item to pay for additional signs needed at the Oak Ridge Drive and Great Oaks Drive intersection during Phase 3 construction. This Change Order also adds an item to pay for water valves to be adjusted on the southwest corner of the existing Great Oaks Drive and Brushy Creek Road intersection.

Change Order Number	Approved	Cost This CO	Total COs
06	7/11/2023	65,607.52	237,908.82

2G. Miscellaneous difference in site conditions. Unadjusted utility (unforeseeable). This Change Order adds an item to pay for the redesigned Panel 7 at Wall 1A due to BCMUD water line elevations differing from that shown in the plans. This Change Order also adds an item to pay for the reinforcing steel previously ordered and delivered to the project for the original design of Panel 7 at Wall 1A. In addition, this Change Order reduces the original item 423-6005 RETAINING WALL (SPREAD FOOTING) due to this change.

Change Order Number	Approved	Cost This CO	Total COs
07	7/11/2023	9,735.71	247,644.53

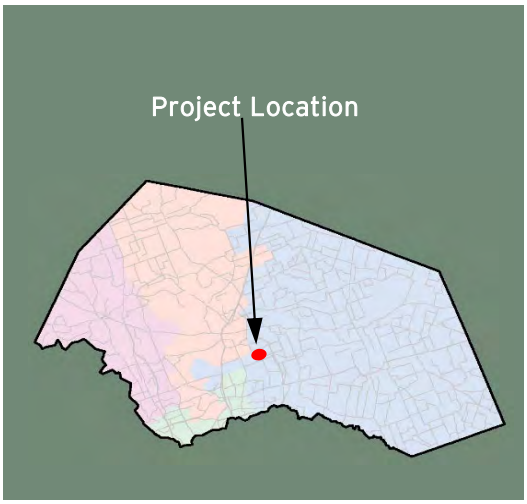
1A. Design Error or Omission. Incorrect PS&E: This Change Order adds a new pay item to reimburse the contractor for replacing a mis-sized traffic signal pole (Pole #7), due to incorrect height in the plans. The contractor ordered and received the traffic signal pole prior to the error being found. The contractor has delivered the mis-sized pole to the Williamson County Maintenance yard.

Change Order Number	Approved	Cost This CO	Total COs
08	9/14/2023	30,531.08	278,175.61

1A. Design Error or Omission. Incorrect PS&E: This Change Order adds new pay items to reimburse the contractor for street signs and pavement markings that were not shown in the plans. This Change Order also adds an item for a clearance sign that was shown in the plans but had no pay item to pay for the work. In addition, this Change Order adds a pay item to reimburse the contractor for ground boxes not installed.

Adjusted Price = $10,858,809.72





CR 111 Westinghouse Road
(FM 1460 to SH 130 and CR 110 North to CR 111)

Project Length: 4.633 Miles
Roadway Classification: Rural Collector

Project Schedule: January 2022 - Spring 2024
Estimated Construction Cost: $22.2 Million



NOVEMBER 2023 IN REVIEW

11/3/2023: Capital Excavation continued excavating subgrade for driveway extensions on CR 110 and poured safety end treatments at CR 105 Spur. Subcontractor TRP placed sign foundations at the CR 110 and CR 111 intersection.

11/10/2023: Capital Excavation formed and poured concrete for curb and gutter in various locations throughout the project. Subcontractor Texas Op milled old CR 110 throughout the project.

11/17/2023: Capital Excavation connected water line near FM 1460 and excavated FM 1460 to grade. Capital processed flexible base for side streets and placed drainage pipe for a driveway at east end of job. Subcontractor Flasher striped the new traffic configuration.

11/24/2023: Capital Excavation graded ditch lines, excavated to subgrade and began placing flexible base at side streets and driveway extensions from Bell Meadows to Heather Cove. The contractor placed concrete for safety end treatments from Bell Meadows to the east end of the project.



Design Engineer: Steger Bizzell
Contractor: Capital Excavation
Construction Observation:
Chuck Evans, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: CR 111 Westinghouse Road
Project No. 22IFB39

Original Contract Price = $21,024,332.88

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/15/2021	1/11/2022	1/20/2022	1/30/2022				700		700

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/1/2022	2/28/2022	28	$142,149.86	$142,149.86	$15,794.43	$15,794.43	1	4
2	3/1/2022	3/31/2022	31	$1,624,724.26	$1,766,874.12	$180,524.92	$196,319.35	9	8
3	4/1/2022	4/30/2022	30	$1,286,121.32	$3,052,995.44	$142,902.37	$339,221.72	15	13
4	5/1/2022	5/31/2022	31	$1,110,146.62	$4,163,142.06	$123,349.64	$462,571.36	21	17
5	6/1/2022	6/30/2022	30	$482,208.08	$4,645,350.14	$53,578.66	$516,150.02	23	21
6	7/1/2022	7/31/2022	31	$787,719.86	$5,433,070.00	$87,524.44	$603,674.46	27	26
7	8/1/2022	8/31/2022	31	$822,906.88	$6,255,976.88	$91,434.10	$695,108.56	31	30
8	9/1/2022	9/30/2022	30	$1,707,686.45	$7,963,663.33	$189,742.92	$884,851.48	40	35
9	10/1/2022	10/31/2022	31	$1,107,286.40	$9,070,949.73	$123,031.82	$1,007,883.30	45	39
10	11/1/2022	11/30/2022	30	$518,917.48	$9,589,867.21	$57,657.50	$1,065,540.80	48	43
11	12/1/2022	12/31/2022	31	$1,285,779.15	$10,875,646.36	-$493,138.36	$572,402.44	51	48
12	1/1/2023	1/31/2023	31	$620,120.59	$11,495,766.95	$32,637.93	$605,040.37	54	52
13	2/1/2023	2/28/2023	28	$846,149.01	$12,341,915.96	$44,534.15	$649,574.52	58	56
14	3/1/2023	3/31/2023	31	$639,962.65	$12,981,878.61	$33,682.25	$683,256.77	61	61
15	4/1/2023	4/30/2023	30	$717,084.56	$13,698,963.17	$37,741.29	$720,998.06	65	65
16	5/1/2023	5/31/2023	31	$661,601.87	$14,360,565.04	$34,821.15	$755,819.21	68	69
17	6/1/2023	6/30/2023	30	$591,898.92	$14,952,463.96	$31,152.58	$786,971.79	71	74
18	7/1/2023	7/31/2023	31	$555,320.94	$15,507,784.90	$29,227.41	$816,199.20	73	78
19	8/1/2023	8/31/2023	31	$451,231.96	$15,959,016.86	$23,749.06	$839,948.26	76	82
20	9/1/2023	9/30/2023	30	$371,656.43	$16,330,673.29	$19,560.86	$859,509.12	77	87
21	10/1/2023	10/31/2023	31	$230,597.40	$16,561,270.69	$12,136.71	$871,645.83	78	91

11/30/2023 Comments - Contractor continued placing asphalt at the side streets and driveway extensions. Contractor formed and placed concrete for the safety end treatments, concrete curb and gutter, and box culverts at the west end of the project.

Change Order Number	Approved	Cost This CO	Total COs
01	5/3/2022	$233,364.00	$ 233,364.00

2 Differing in site conditions. (Unforeseeable) 2E. Miscellaneous difference in site conditions (unforeseeable) (item 9): This change order compensates the Contractor for over-excavating unsuitable material and importing embankment material from offsite that meets the requirements in the specifications. With the limited areas on the project to find suitable material it was agreed to import the required material. A Force Account item has been created to cover half of the cost of the imported material and half of the trucking. This amount is to cover this area and any other areas that may be encountered on site.

Change Order Number	Approved	Cost This CO	Total COs
02	5/3/2022	$7,553.84	$ 240,917.84

1B. Design Error or Omission. Other: This change order compensates the Contractor for upsize changes in 6 inlet and 1 junction box to accommodate pipe size design. The revisions affected estimate page 15, summary page 18, storm drainage pages; 149 for Inlet C-5 and C-6, page 150 for Inlets E-4 and E-5, page 151 for Inlet F-6, page 153 for Inlet I-6 and page 154 for Junction Box K.

Change Order Number	Approved	Cost This CO	Total COs
03	7/142022	$20,307.20	$ 261,225.04

1.Design Error or Omission. 1A: incorrect PS&E. This Change Order is in response to RFI 22 that updated the quantity for pay item 106-6002 OBLITERATING ABANDONED ROADWAY. The item has been recalculated and the difference is included in this Change Order to cover the actual quantity.

Change Order Number	Approved	Cost This CO	Total COs
04	7/13/2022	$454,267.40	$ 715,492.44

1. Design Error or omission. 1B. Other: This Change Order updates the bid item quantities that were revised in the plan set summary sheet, but not reflected in the Bid Form. The Change Order also includes pay items for 2 new items that were identified in the plans, but inadvertently left off the Bid Form.

Change Order Number	Approved	Cost This CO	Total COs
05	11/22/2022	$41,134.66	$ 756,627.10

1. Design Error or Omission. 1B. Other. The existing section of the roadway in front of Gateway School was constructed prior to the project letting. This portion of the roadway was to remain in place and the proposed roadway was to tie into it. The contractor constructed around this portion of the roadway so that the tie-ins would work with the current plan design. 1B. Other. This Change Order also adds items for flowable fill and concrete dissipaters at the culvert outfalls.

Change Order Number	Approved	Cost This CO	Total COs
06	11/22/2022	$24,159.20	$ 780,786.30

2. Differing Site Conditions: (Unforeseeable) 2J. Other: While clearing the ROW, 4 water wells were encountered. This Change Order provides payment to the Contractor for having the plugging and abandoning four (4) wells, by a licensed water well company. Upon completion of the well abandonment, plugging reports will be filed.

Change Order Number	Approved	Cost This CO	Total COs
07	12/14/2022	$28,440.00	$ 809,226.30

1B. Design Error or Omission. 1B. Other: This Change Order provides additional items to the Contract for adjusting an existing headwall, wingwalls and adding concrete rail along an existing culvert that is to remain in place. Due to the height of the existing culvert, the proposed roadway can not be built to the proposed width. Raising the headwall and constructing the rail will allow for the roadway portion to be constructed to the proposed width. This rail will mirror the existing rail along the upstream portion of the existing culvert.

Change Order Number	Approved	Cost This CO	Total COs
08	12/14/2022	$276,200.00	$ 1,085,426.30

4B. Third Party Accommodation. Third party requested work: MBC Development has requested additional sleeves to be installed across CR 111 for their future development on both sides of the roadway. The Developer Agreement has been amended to reflect the change and the Developer has funded Williamson County for this additional work.

Change Order Number	Approved	Cost This CO	Total COs
09	4/25/2023	$14,282.00	$ 1,099,708.30

1. Design Error or Omission. 1B Other: This Change Order compensates the contractor for relocating the existing service line to tie into the new meter location. The meter was relocated outside of the new ROW per the plans, but the plans did not show a service line connection for the residence back in at this location. Per the ILA, the County must, at its own expense, pay all cost related to the relocation of Jonah's water lines.

Change Order Number	Approved	Cost This CO	Total COs
10	6/6/2023	$39,507.50	$ 1,139,215.80

2E. Differing in Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the contractor for removing and replacing the existing concrete driveway at the Valero gas station as well as removing the sidewalk that is in conflict with the proposed roadway widening.

Change Order Number	Approved	Cost This CO	Total COs
11	8/22/2023	81,433.12	$ 1,220,648.92

6 Untimely ROW/Utilities 6C: Utilities Not Clear: This Change Order compensates the contractor for relocating the existing 12-inch City of Georgetown water line that is in conflict with the culvert a Driveway 1. The water line is being relocated between the proposed box culvert and the ROW along the north side of the project.

Adjusted Price = $22,244,981.80

Project Name: Southwest Bypass Extension
Project No. 22IFB110

Original Contract Price = $4,288,543.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/23/2022	7/12/2022	8/18/2022	8/29/2022	6/22/2023			239	59	298

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/29/2022	8/31/2022	3	$77,542.20	$77,542.20	$8,615.80	$8,615.80	2	1
2	9/1/2022	9/30/2022	30	$126,769.50	$204,311.70	$14,085.50	$22,701.30	6	11
3	10/1/2022	10/31/2022	31	$460,653.35	$664,965.05	$51,183.71	$73,885.01	19	21
4	11/1/2022	11/30/2022	30	$148,852.80	$813,817.85	$16,539.20	$90,424.21	23	32
5	12/1/2022	12/31/2022	31	$180,500.40	$994,318.25	$20,055.60	$110,479.81	28	42
6	1/1/2023	1/31/2023	31	$308,200.50	$1,302,518.75	$34,244.50	$144,724.31	37	52
7	2/1/2023	2/28/2023	28	$424,385.10	$1,726,903.85	$47,153.90	$191,878.21	49	62
8	3/1/2023	3/31/2023	31	$778,428.08	$2,505,331.93	-$60,018.63	$131,859.58	68	72
9	4/1/2023	4/30/2023	30	$585,017.55	$3,090,349.48	$30,790.39	$162,649.97	83	82
10	5/1/2023	5/31/2023	31	$109,588.94	$3,199,938.42	$5,767.84	$168,417.81	86	93
11	6/1/2023	6/30/2023	22	$220,158.23	$3,420,096.65	$11,587.28	$180,005.09	92	100
12	7/1/2023	7/31/2023	0	$123,360.35	$3,543,457.00	$6,492.65	$186,497.74	96	100
13	8/1/2023	8/31/2023	0	$139,934.87	$3,683,391.87	$7,364.99	$193,862.73	99	100
14	9/1/2023	9/30/2023	0	$130,311.87	$3,813,703.74	-$116,032.04	$77,830.69	100	100
15	10/1/2023	10/20/2023	0	$7,967.34	$3,821,671.08	$162.60	$77,993.29	100	100
16	10/21/2023	11/30/2023	0	$10,139.93	$3,831,811.01	$206.93	$78,200.22	100	100

11/30/2023 Comments - Contractor is waiting for the establishment of the vegetative filter strips.

Change Order Number	Approved	Cost This CO	Total COs
01	7/18/2023	3,440.89	3,440.89

2C. Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order covers several different changes that took place on the project, including adjusting the ditch along Wolf Ranch to avoid water line, installing cave gates instead of the fencing, revising the sidewalk under the bridge, placing concrete driveway instead of asphalt driveway into Wolf Ranch Apartments and revising the SWPPP sheets per the updated WPAP. 5D. Contractor Convenience. Additional safety work/measures desired by the contractor. Barrier was installed along the work zone for the SH 29 widening at the Southwest Bypass.

Change Order Number	Approved	Cost This CO	Total COs
02	9/14/2023	15,802.83	19,243.72

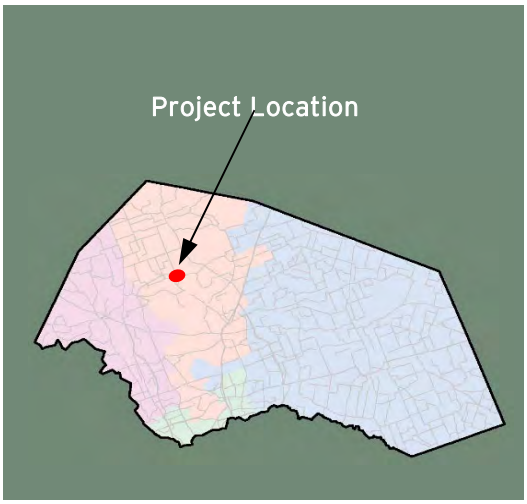
2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs (unforeseeable): This Change Order compensates the contractor for adjusting the guardrail north of Wolf Ranch Parkway on Southwest Bypass due to site distance concerns.

Change Order Number	Approved	Cost This CO	Total COs
03	12/5/2023	-410,375.49	-391,131.77

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $3,897,411.23





CR 245 Reconstruction
(North of RM 2338 to Ronald Reagan Boulevard)

Project Length: 0.962 Miles
Roadway Classification: Suburban Arterial

Project Schedule: January 2023 - Spring 2024
Estimated Construction Cost: $6.9 Million



NOVEMBER 2023 IN REVIEW

11/3/2023: Joe Bland Construction (JBC) finished pouring concrete for curb and gutter at the Smokestack Lane Driveway and at the Worship Place Church Driveway. The contractor continued pouring concrete for safety end treatments at drainage structures throughout project. JBC continued channel excavation from the Worship Place Driveway to Williams Drive.

11/10/2023: JBC continued channel excavation and general project clean-up from the Worship Place Driveway to Williams Drive. JBC placed topsoil on the west side from Smokestack Lane to Williams Drive.

11/17/2023: JBC continued placing topsoil and general project clean-up from Ronald Reagan to Williams Drive and along both sides of CR 245 to prepare for vegetation establishment.

11/24/2023: JBC continued placing topsoil and general project clean-up from Ronald Reagan to Williams Drive and along both sides of CR 245. Subcontractor BMP began seeding for vegetation establishment along CR 245.



Design Engineer: Bridgefarmer
Contractor: Joe Bland Construction
Construction Observation:
Joseph Jones, HNTB

HNTB

Williamson County
Road Bond Program

Project Name: CR 245 Reconstruction
Project No. 23IFB12

Original Contract Price = $6,969,195.21

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/6/2022	12/13/2022	2/1/2023	2/10/2023				423		423

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/10/2023	2/28/2023	19	$143,464.59	$143,464.59	$15,940.51	$15,940.51	2	4
2	3/1/2023	3/31/2023	31	$355,908.11	$499,372.70	$39,545.35	$55,485.86	8	12
3	4/1/2023	4/30/2023	30	$378,182.90	$877,555.60	$42,020.32	$97,506.18	14	19
4	5/1/2023	5/31/2023	31	$541,611.28	$1,419,166.88	$60,179.03	$157,685.21	23	26
5	6/1/2023	6/30/2023	30	$438,431.06	$1,857,597.94	$48,714.56	$206,399.77	30	33
6	7/1/2023	7/31/2023	31	$1,157,295.20	$3,014,893.14	$128,588.36	$334,988.13	48	41
7	8/1/2023	8/31/2023	31	$1,149,398.96	$4,164,292.10	-$115,814.86	$219,173.27	63	48
8	9/1/2023	9/30/2023	30	$601,990.01	$4,766,282.11	$31,683.68	$250,856.95	72	55
9	10/1/2023	10/31/2023	31	$97,202.52	$4,863,484.63	$5,115.92	$255,972.87	73	62

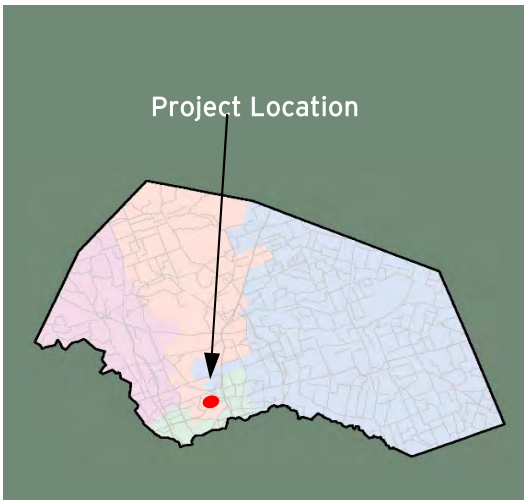
11/30/2023 Comments - Contractor worked on punch list items throughout the project. The Contractor is waiting for Atmos gas to relocate the line in conflict with the drainage ditch.

Change Order Number	Approved	Cost This CO	Total COs
01	8/22/2023	20,980.10	20,980.10

1. Design Error or Omission. 1B. Other: This Change Order compensates the contractor for removing a portion of a structure that encroaches the new ROW. 2. Differing in Site Conditions: (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order addresses karst features that were encountered while excavating to subgrade south of Smokestack Ln. The karst features were closed per SWCA and TCEQ recommendations.

Adjusted Price = $6,990,175.31





Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)

Project Length: 2.578 Miles
Roadway Classification: Urban Minor Arterial

Project Schedule: January 2022 - Fall 2025
Estimated Construction Cost: $33.8 Million



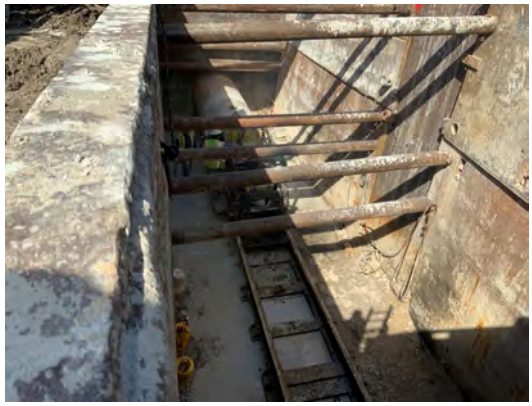
NOVEMBER 2023 IN REVIEW

11/3/2023: Cash Construction continued working on the BCMUD water line in the water treatment plant yard. Subcontractor HL Chapman continued pre-trenching for the Round Rock 42-inch water line at the Thousand Oaks intersection.

11/10/2023: Subcontractor CTRB completed boring for the Round Rock water line just north of Thousand Oaks Drive. Subcontractor Ranger completed excavating and hauling off material on the north side of Sam Bass Road from Thousand Oaks Drive to Walsh Drive.

11/17/2023: Cash Construction removed a section of concrete traffic barrier just west of Deer Trail Circle. AT&T's subcontractor continued relocating lines near FM 1431 and between Great Oaks Drive and Tonkawa Trail.

11/24/2023: Subcontractor HL Chapman continued pre-trenching for the Round Rock 42-inch water line at the Thousand Oaks intersection. Subcontractor Ranger continued excavating and hauling off material on the north side of Sam Bass Road from Walsh Ranch Boulevard to Tonkawa Trail.



Design Engineer: K Friese
Contractor: Cash Construction
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

Project Name: Corridor H/Sam Bass Road
Project No. 23IFB8

Original Contract Price = $36,145,959.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/20/2022	1/13/2023	3/13/2023	3/23/2023				911		911

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/1/2023	4/30/2023	30	$21,095.55	$21,095.55	$2,343.95	$2,343.95	0	3
2	5/1/2023	5/31/2023	31	$511,459.79	$532,555.34	$56,828.87	$59,172.82	2	7
3	6/1/2023	6/30/2023	30	$1,024,886.41	$1,557,441.75	$113,876.26	$173,049.08	5	10
4	7/1/2023	7/31/2023	31	$148,136.40	$1,705,578.15	$16,459.60	$189,508.68	6	13
5	8/1/2023	8/31/2023	31	$915,201.56	$2,620,779.71	$101,689.06	$291,197.74	9	17
6	9/1/2023	9/30/2023	30	$510,079.42	$3,130,859.13	$56,675.50	$347,873.24	10	20
7	10/1/2023	10/31/2023	31	$900,115.81	$4,030,974.94	$100,012.86	$447,886.10	13	23

11/30/2023 Comments - Contractor installed and backfilled the 60-inch Round Rock water line casing at Thousand Oaks. The Contractor continued roadway excavation between Great Oaks and Walsh Ranch Blvd and between Walsh Ranch Blvd. and Tonkawa Trail.

Change Order Number	Approved	Cost This CO	Total COs
01	6/27/2023	$ (2,394,078.12)	$ (2,394,078.12)

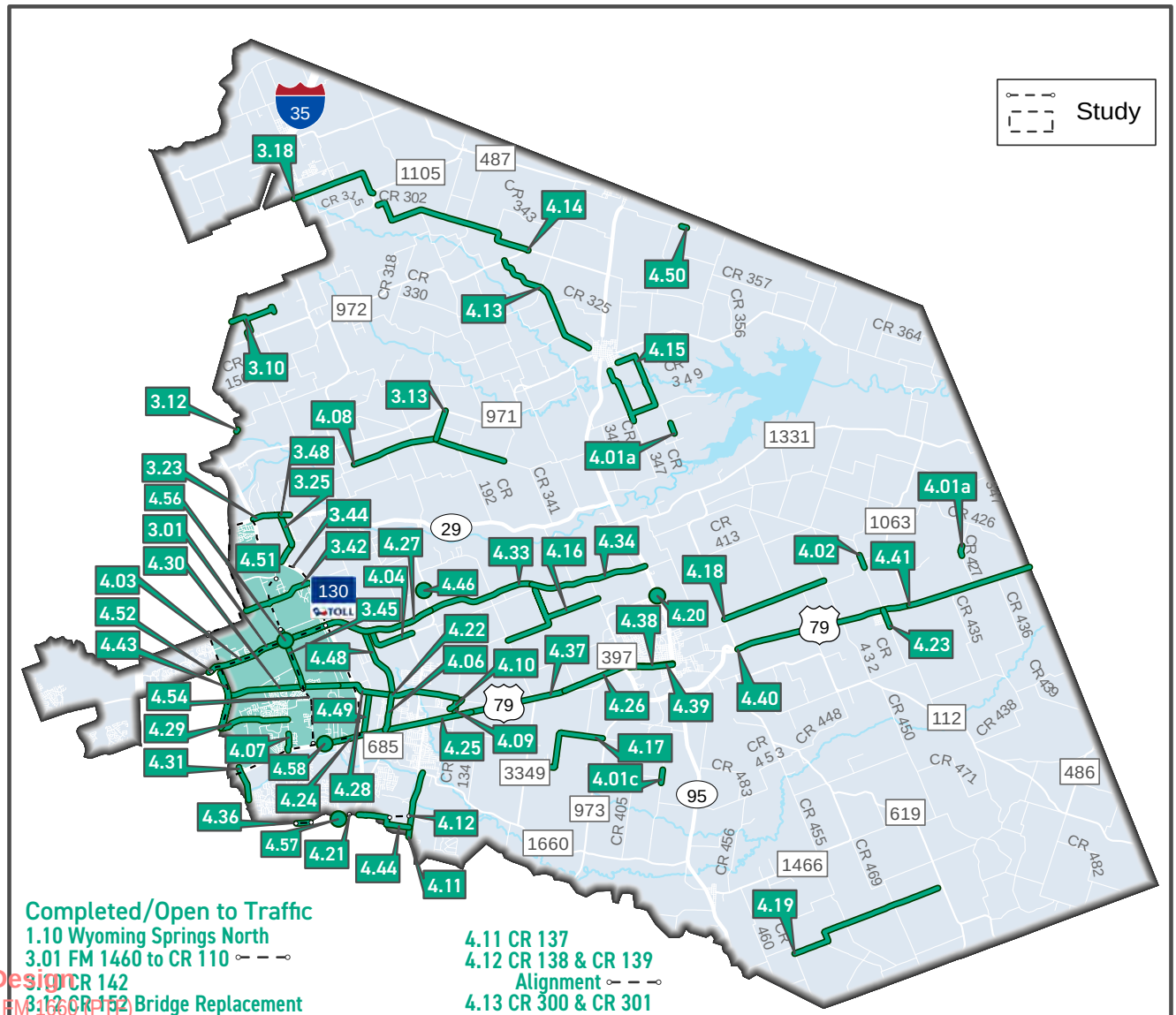
1B: Design Error or Omission. Other. This Change Order revises the earthwork quantities, BCMUD water line items and driveway quantities, per plan revisions issued after the Bid was awarded. The quantity for Item 110-6001 excavation was reduced by over 25% and the unit price is revised because it is considered a major bid item per the Contract.

Change Order Number	Approved	Cost This CO	Total COs
02	8/22/2023	$ 5,250.00	$ (2,388,828.12)

1B. Design Error or Omission. Other: This Change Order updates incorrect unit prices that were inadvertently used for two existing items in Change Order 1.

Adjusted Price = $33,757,130.88

2000/2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



Completed/Open to Traffic

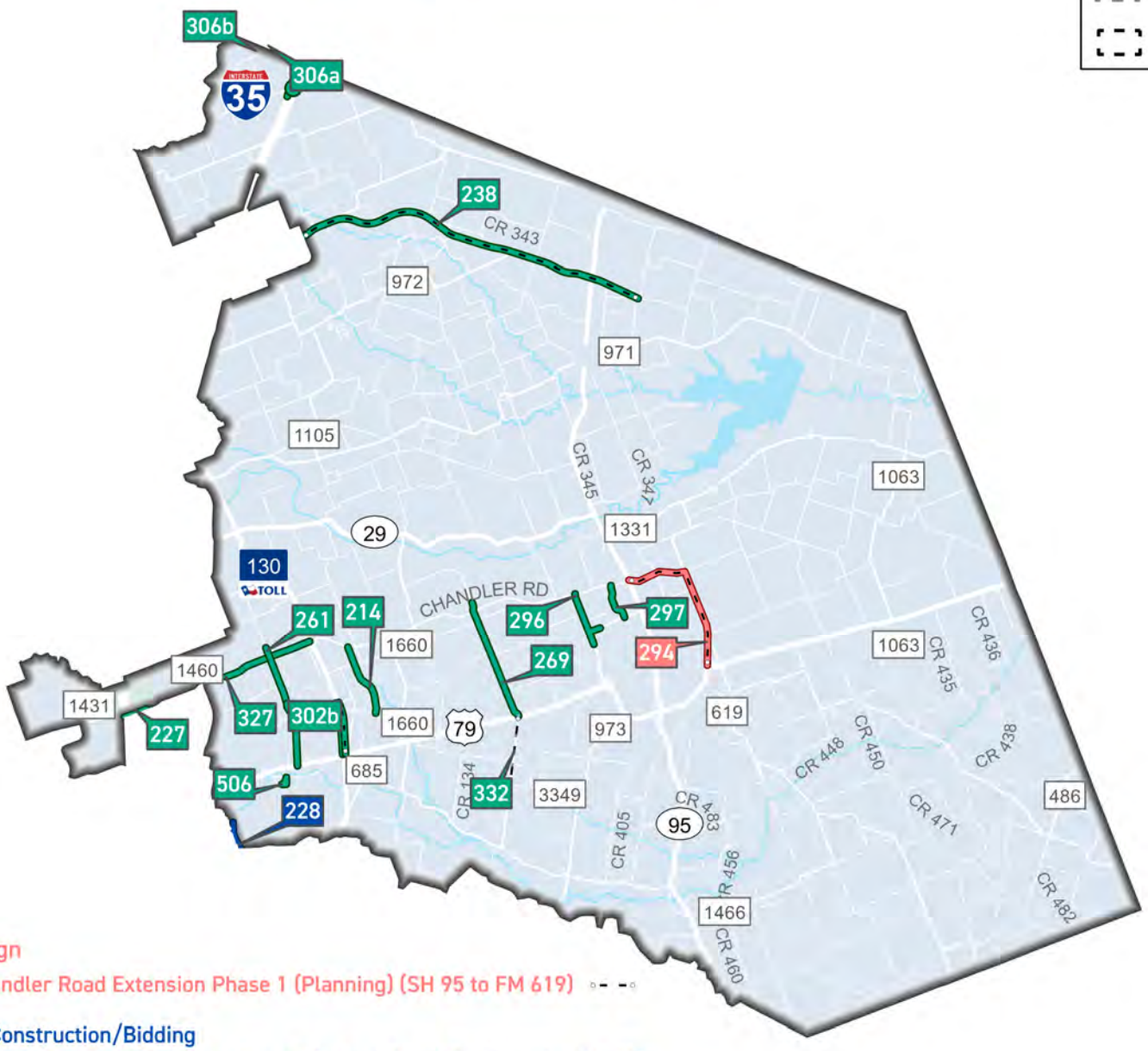
1.10 Wyoming Springs North
3.01 FM 1460 to CR 110
3.11 CR 142
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.18 CR 314
3.23 SH 29/CR 104 – Phase 1
3.25 CR 104 - Phase 2
3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
3.44 CR 110 North (North of CR 107 to North of Sam Houston)
3.45 CR 110 Middle (North of Limmer Loop to CR 107)
3.48 SH 29 Widening - 12" Water Main Relocation
4.01a CR 427 Bridge Replacement
4.01b CR 390 Bridge Replacement
4.01c CR 406 Bridge Replacement
4.02 CR 424 Bridge Replacement
4.03 Chandler Road - Phase 1
4.04 CR 100
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop - Phase 1A
4.23 Thrall School Zone
4.24 US 79 - Section 1
4.25 US 79 - Section 2
4.26 US 79 - Section 3A
4.27 Chandler Rd. - Phase 2
4.28 Limmer Loop - Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop - Phase 1C
4.31 Kenney Fort Boulevard - Phase 1
4.33 Chandler Rd. - Phase 3A
4.34 Chandler Rd. - Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110 / Arterial A
4.52 University Blvd. (Chandler Rd.) Expansion
4.54 CR 110 South - (US 79 to Limmer Lp)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

In Design

4.35 FM 1660 (CR 112)

2013 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619) ◦- -◦

Under Construction/Bidding

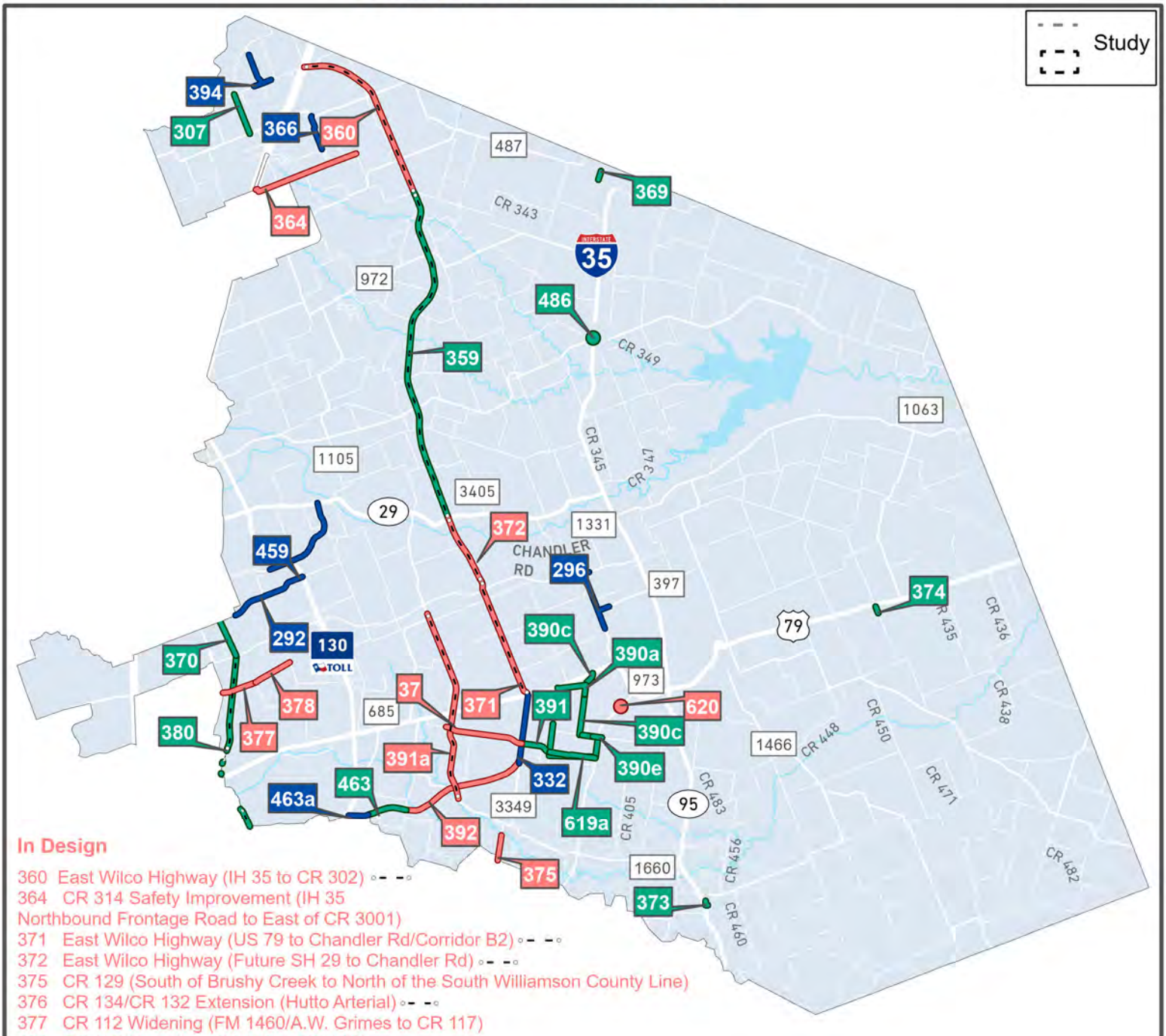
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)

Completed/Open to Traffic

214 CR 119 (Limmer Loop to Chandler Road)
227 University Boulevard Widening (IH 35 to Sunrise Road)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95) ◦- - -◦
269 CR 101 (US 79 to North of Chandler Road)
261 CR 110 Middle (Limmer Loop to CR 107)
260 CR 110 South (US 79 to Limmer Loop)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302a SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)
302b SH 130 Traffic Study ◦- - -◦
306a Relocation of 48" Williamson County Regional Raw Waterline - Line A
306b CR 305 at IH 35 Bridge Replacement
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
332 FM 3349/US 79 Interchange (US 79 to CR 404) ◦- - -◦
506 Oak Bluff and Greenfield Drainage Improvements

2019 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

360 East Wilco Highway (IH 35 to CR 302) ◦- -◦
364 CR 314 Safety Improvement (IH 35 Northbound Frontage Road to East of CR 3001)
371 East Wilco Highway (US 79 to Chandler Rd/Corridor B2) ◦- -◦
372 East Wilco Highway (Future SH 29 to Chandler Rd) ◦- -◦
375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
376 CR 134/CR 132 Extension (Hutto Arterial) ◦- -◦
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
391a CR 132 Realignment
392 East Wilco Highway (Southeast Loop Segment 2) (CR 137 to CR 404)
463a CR 138 Right Turn Lane at SH 130
620 FM 973 at Taylor High School Signal

Under Construction/Bidding

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
296 CR 366 (Chandler Road to Carlos G Parker Boulevard Northwest)
332 East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404)
366 CR 332 Realignment (South of FM 487 to North of CR 313)
394 CR 307 Reconstruction (CR 307 North of CR 305 Jarrell)
459 Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)

Completed/Open to Traffic

307 Bud Stockton Extension (CR 305 to FM 487)

359 East Wilco Highway (Future SH 29 to Ronald Reagan Extension/Corridor D) ◦- -◦
369 Bartlett Project (Cottrell Street)
370 MoKan (Georgetown Inner Loop to University Boulevard)
373 Coupland Street Project (S. Broad & Muery Streets)
374 Thrall Street Project - S Bounds Street
380 MoKan (University Boulevard to SH 45) ◦- -◦
390a CR Improvements and Paving (CR 401, CR 402, CR 404)
390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)
390c CR 401/CR 404 Improvements (US 79 to CR 404)
390e CR 404 at FM 973 (CR 404)
391 Samsung Highway (CR 404 Realignment) (CR 404 to FM 3349)
463 East Wilco Highway (Southeast Loop Segment 1, Phase 1) (CR 138 to CR 137)
486 Granger Project (Davilla Street Culvert) (Davilla Street to N Walton Street)
619a Samsung Highway (Future County Road) (CR 404 to FM 973)

Project Name: East Wilco Highway (Southeast Loop, Segment 1)
Project No. T3346

Original Contract Price = $11,526,789.09

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/30/2021	4/27/2021	7/12/2021	7/19/2021	8/31/2023			534	24	558

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/19/2021	8/31/2021	44	$767,411.06	$767,411.06	$85,267.90	$85,267.90	7	8
2	9/1/2021	9/30/2021	30	$328,739.28	$1,096,150.34	$36,526.58	$121,794.48	10	13
3	10/1/2021	10/31/2021	31	$221,811.16	$1,317,961.50	$24,645.69	$146,440.17	12	19
4	11/1/2021	11/30/2021	30	$278,008.69	$1,595,970.19	$30,889.85	$177,330.02	15	24
5	12/1/2021	12/31/2021	31	$331,070.23	$1,927,040.42	$36,785.58	$214,115.60	18	30
6	1/1/2022	1/31/2022	31	$624,535.89	$2,551,576.31	$69,392.88	$283,508.48	23	35
7	2/1/2022	2/28/2022	28	$352,666.85	$2,904,243.16	$39,185.20	$322,693.68	27	40
8	3/1/2022	3/31/2022	31	$815,310.79	$3,719,553.95	$90,590.09	$413,283.77	34	46
9	4/1/2022	4/30/2022	30	$741,856.71	$4,461,410.66	$82,428.53	$495,712.30	41	51
10	5/1/2022	5/31/2022	31	$625,433.98	$5,086,844.64	$69,492.66	$565,204.96	46	57
11	6/1/2022	6/30/2022	30	$498,845.27	$5,585,689.91	$55,427.25	$620,632.21	51	62
12	7/1/2022	7/31/2022	31	$521,580.90	$6,107,270.81	$57,953.44	$678,585.65	56	68
13	8/1/2022	8/31/2022	31	$672,002.44	$6,779,273.25	$74,666.93	$753,252.58	62	73
14	9/1/2022	9/30/2022	30	$936,075.41	$7,715,348.66	$104,008.38	$857,260.96	70	79
15	10/1/2022	10/31/2022	31	$851,880.44	$8,567,229.10	-$406,354.16	$450,906.80	74	84
16	11/1/2022	11/30/2022	30	$625,071.12	$9,192,300.22	$32,898.48	$483,805.28	80	90
17	12/1/2022	12/31/2022	31	$290,510.48	$9,482,810.70	$15,290.02	$499,095.30	82	95
18	1/1/2023	1/31/2023	31	$55,998.20	$9,538,808.90	$2,947.27	$502,042.57	83	101
19	2/1/2023	2/28/2023	28	$161,924.00	$9,700,732.90	$8,522.32	$510,564.89	84	106
20	3/1/2023	3/31/2023	31	$291,588.78	$9,992,321.68	$15,346.78	$525,911.67	86	111
21	4/1/2023	4/30/2023	30	$160,641.77	$10,152,963.45	$8,454.83	$534,366.50	88	117
22	5/1/2023	5/31/2023	31	$79,909.01	$10,232,872.46	$4,205.73	$538,572.23	98	122
23	6/1/2023	6/30/2023	30	$355,060.22	$10,587,932.68	$18,687.38	$557,259.61	92	128
24	7/1/2023	7/31/2023	31	$61,540.97	$10,649,473.65	$3,239.00	$560,498.61	92	133
25	8/1/2023	8/31/2023	31	$316,670.90	$10,966,144.55	$16,666.89	$577,165.50	95	139
26	9/1/2023	9/30/2023	0	$84,593.72	$11,050,738.27	$4,452.30	$581,617.80	96	139
27	10/1/2023	10/31/2023	0	$8,808.52	$11,059,546.79	$463.61	$582,081.41	96	139

11/30/2023 Comments - Contractor is waiting for vegetation to grow.

Change Order Number	Approved	Cost This CO	Total COs
01	8/3/2021	$ 148,710.35	$ 148,710.35

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

Change Order Number	Approved	Cost This CO	Total COs
02	10/4/2022	$73,007.39	$221,717.74

2C. Differing site conditions (Unforeseeable). New development (conditions changing after PS&E completed): This Change Order documents various changes to the contract related to new developer and Church driveways on the west end of the project. 3F. County Convenience. Additional work desired by the County: In addition to the driveways, the bridge rail was changed along the bridge to a more appealing look. 1B. Design Error or Omission. Other: Additional excavation was needed in Pond 21 to create more volume and line EA had to be adjusted for optimum flow along Wall 4.

Change Order Number	Approved	Cost This CO	Total COs
03	2/28/2023	$177,807.62	399,525.36

1A. Incorrect PS&E. This Change Order replaces the SGT and MBGF with Crash Cushion Attenuators on the proposed eastbound lane at both bridges due to them not being able to be installed per plan because of the post locations being in the MSE rock backfill. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order also compensates the contractor for replacing a portion of an existing concrete driveway that needed to be removed to install the 48in RCP on Line B35.

Change Order Number	Approved	Cost This CO	Total COs
04	3/28/2023	156,231.96	555,757.32

2. Differing Site Conditions (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order is adding items to the Contract that have been previously paid for under the existing Force Account line item.

Change Order Number	Approved	Cost This CO	Total COs
05	7/20/2023	1,093,581.24	1,649,338.56

1. Design Error or Omission. 1A: Incorrect PS&E. This Change Order addresses quantity revisions with the earthwork, roadway and various other bid items. The original quantities were incorrect in the Bid documents. The Engineer of Record re-calculated the quantities and provided revised numbers.

Change Order Number	Approved	Cost This CO	Total COs
06	9/27/2023	-1,015,961.92	633,376.64

3M. County Convenience. Other. Due to the existing utility conflicts impeding the remaining construction, this Change Order will remove all remaining work from Phases 2-4 from the project.

Adjusted Price = $12,160,165.73

Project Name: CR 401 Reconstruction Project
Project No. 22IFB57

Original Contract Price = $12,673,200.94

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/11/2022	3/22/2022	4/21/2022	5/2/2022	7/7/2023			505	-70	435

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/14/2022	4/21/2022	0	$541,350.00	$541,350.00	$60,150.00	$60,150.00	5	0
2	4/22/2022	5/31/2022	30	$213,264.25	$754,614.25	$23,696.03	$83,846.03	6	7
3	6/1/2022	7/1/2022	31	$1,394,793.70	$2,149,407.95	$154,977.08	$238,823.11	18	14
4	7/2/2022	7/31/2022	30	$690,418.59	$2,839,826.54	$76,713.17	$315,536.28	23	21
5	8/1/2022	8/31/2022	31	$276,688.62	$3,116,515.16	$30,743.18	$346,279.46	26	28
6	9/1/2022	9/30/2022	30	$784,682.38	$3,901,197.54	$87,186.93	$433,466.39	32	35
7	10/1/2022	10/31/2022	31	$776,738.57	$4,677,936.11	$86,304.29	$519,770.68	38	42
8	11/1/2022	11/30/2022	30	$875,684.24	$5,553,620.35	$97,298.25	$617,068.93	46	49
9	12/1/2022	12/31/2022	31	$422,000.74	$5,975,621.09	$46,888.97	$663,957.90	49	56
10	1/1/2023	1/31/2023	31	$616,120.11	$6,591,741.20	$68,457.79	$732,415.69	54	63
11	2/1/2023	2/28/2023	28	$598,319.58	$7,190,060.78	$66,479.95	$798,895.64	59	70
12	3/1/2023	3/31/2023	31	$603,951.86	$7,794,012.64	$67,105.76	$866,001.40	64	77
13	4/1/2023	4/30/2023	30	$945,657.20	$8,739,669.84	-$406,018.78	$459,982.62	68	84
14	5/1/2023	5/31/2023	31	$1,082,327.54	$9,821,997.38	$56,964.61	$516,947.23	77	91
15	6/1/2023	6/30/2023	30	$1,195,677.91	$11,017,675.29	$62,930.42	$579,877.65	86	98
16	7/1/2023	7/31/2023	7	$760,493.51	$11,778,168.80	$40,025.97	$619,903.62	92	99
17	8/1/2023	8/31/2023	0	$16,945.32	$11,795,114.12	$891.86	$620,795.48	92	99
18	9/1/2023	9/30/2023	0	$543,436.59	$12,338,550.71	-$368,988.32	$251,807.16	93	99
19	10/1/2023	10/31/2023	0	$156,673.75	$12,495,224.46	$3,197.42	$255,004.58	94	99

11/30/2023 Comments - Contractor placed Ty B asphalt on CR 401 between the north end of the Mustang Creek Tributary Bridge and the south side of the Union Pacific Railroad tracks and along CR 403. The Contractor formed and poured concrete for the rip rap on the northeast side of the bridge and formed and poured concrete for the curb and gutter in the southwest corner of the CR 401 and CR 402 intersection.

Change Order Number	Approved	Cost This CO	Total COs
01	9/15/2022	$ 13,315.52	$ 13,315.52

3G. County Convenience. Compliance requirements of new laws and/or policies. Revised the pavement section within the US 79 TxDOT ROW to meet their requirements and revised some signal phasing/timing at the proposed intersection of US 79 and CR 401.

Change Order Number	Approved	Cost This CO	Total COs
02	9/20/2022	$ 414,400.00	$ 427,715.52

4B. Third Party Accommodation. Third party requested work. This Change Order reduces the Contract Time by 70 days, from 505 Calendar days to 435 Calendar Days with a maximum incentive cap. This acceleration in the Contract Time is necessary, in order to meet the County's project delivery deadline of 7/31/2023.

Change Order Number	Approved	Cost This CO	Total COs
03	10/5/2022	$ 214,351.37	$ 642,066.89

3F. County Convenience. Additional work desired by the County. This Change Order changes the City of Taylor water line pipe material from ductile iron to PVC. This is necessary, due to the availability of materials.

Change Order Number	Approved	Cost This CO	Total COs
04	2/28/2023	$ 188,826.95	$ 830,893.84

2G. Differing in site conditions. Unadjusted Utility (Unforeseeable) This Change Order adds new items to the Contract to adjust the existing 16in City of Taylor water line on the north side of US 79 which is in conflict with the proposed pavement and ditch cuts. 4B. Third Party Requested Work. An additional 6in line and fire hydrant assembly are being added at the request of the City of Taylor.

Change Order Number	Approved	Cost This CO	Total COs
05	8/22/2023	0.00	$ 830,893.84

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) This Change Order compensates the Contractor for additional work to the Jonah water line that had to be rerouted due to a conflict with the bore pit for the City of Taylor water line. A Force Account line item has been created to cover the cost of the repair to the Jonah water line.

Adjusted Price = $13,504,094.78

Project Name: Samsung Highway (Future County Road) (CR 404 to FM 973)
Project No. 22IFB126

Original Contract Price = $11,289,929.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
7/12/2022	7/19/2022	8/5/2022	8/15/2022	9/5/2023			413		413

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/15/2022	9/27/2022	44	$415,099.80	$415,099.80	$46,122.20	$46,122.20	4	11
2	9/28/2022	10/31/2022	34	$1,256,916.42	$1,672,016.22	$139,657.38	$185,779.58	16	19
3	11/1/2022	11/30/2022	30	$529,743.42	$2,201,759.64	$58,860.38	$244,639.96	21	26
4	12/1/2022	12/31/2022	31	$196,710.30	$2,398,469.94	$21,856.70	$266,496.66	23	34
5	1/1/2023	1/31/2023	31	$942,884.78	$3,341,354.72	$104,764.98	$371,261.64	33	41
6	2/1/2023	2/28/2023	28	$895,707.90	$4,237,062.62	$99,523.10	$470,784.74	41	48
7	3/1/2023	3/31/2023	31	$2,066,773.05	$6,303,835.67	$229,641.45	$700,426.19	61	55
8	4/1/2023	4/30/2023	30	$1,637,718.64	$7,941,554.31	-$282,449.65	$417,976.54	73	63
9	5/1/2023	5/31/2023	31	$1,177,188.70	$9,118,743.01	$61,957.30	$479,933.84	84	70
10	6/1/2023	7/31/2023	61	$1,026,783.27	$10,145,526.28	$54,041.23	$533,975.07	94	85
11	8/1/2023	8/31/2023	31	$78,532.37	$10,224,058.65	$4,133.28	$538,108.35	94	92
12	9/1/2023	9/30/2023	5	$339,420.15	$10,563,478.80	-$322,527.15	$215,581.20	94	94

11/30/2023 Comments - Contractor is waiting on materials to install the additional signs and buttons to be installed along the west bound lane. The Contractor is waiting on plant establishment for final acceptance.

Change Order Number	Approved	Cost This CO	Total COs
01	1/24/2023	41,260.00	$ 41,260.00

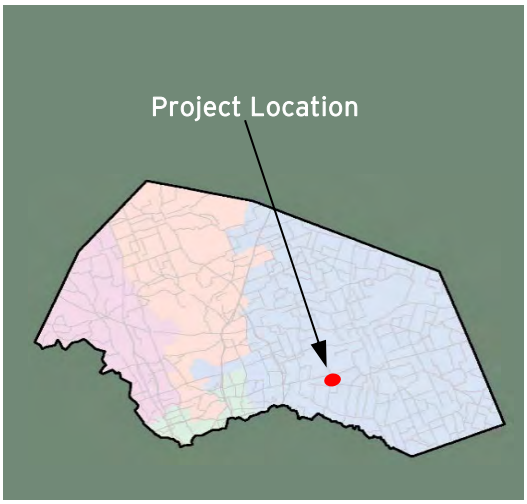
1B. Design Error or Omission. Other: This Change Order adds two items to the Contract for installing a 4' x 2' box culvert (EE) and related wingwalls/headwalls. The work was shown in the plans but not included in the bid tab. This Change Order also removes SET (TY 1) (S=5ft)(HW=3FT) (6:1) (C) item. The work was removed from the plans but the item was left in the bid tab. These plan revisions were made prior to bidding due to outstanding items on the TxDOT permit for the work at the FM 973 tie-in.

Change Order Number	Approved	Cost This CO	Total COs
02	7/18/2023	83,559.50	$ 124,819.50

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds quantities to existing items due to unexpected changes in field conditions, causing overruns on the project. The excavation and embankment quantities had to be adjusted, due to the existing elevations at the west tie-in. The 18-inch and 36-inch drill shafts needed to be extended to ensure the shafts had proper embedment into stable material.

Adjusted Price = $11,414,748.50





East Wilco Highway (FM 3349 at US 79)
(FM 3349 from US 79 to CR 404 and new interchange on US 79 at FM 3349 and CR 101)

Project Length: 4.108 Miles
Roadway Classification: Rural Major Collector

Project Schedule: October 2022 - Summer 2025 (Roadwork)
Estimated Construction Cost: $83.8 Million



NOVEMBER 2023 IN REVIEW

11/3/2023: James Construction Group (JCG) drilled rebar for the Boggy Creek Bridge concrete rail. Subcontractor Patin Construction continued working on Water Line A south of US 79.

11/10/2023: JCG continued drainage excavation along the southbound frontage road and continued installation of various headwalls and box culverts. JCG continued excavation for the retaining walls south of US 79.

11/17/2023: JCG continued lime treating subgrade, processing embankment, processing flexible base and installing GeoGrid along the northbound frontage road. Subcontractor Patin Construction continued installation of the 56-inch casing at the Hutto water towers and pump station.

11/24/2023: JCG began setting column forms at Bent 15 of the northbound frontage road. JCG continued rebar installation and pouring of backless inlets on the northbound frontage road. Subcontractor Patin Construction continued backfilling the 56-inch casing at the Hutto water towers and pump station.



Design Engineer: HDR
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: East Wilco Highway (FM 3349 at US 79)
Project No. 22IFB139

Original Contract Price = $81,941,038.13

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/24/2022	9/26/2022	10/6/2022	10/17/2022				1394		1394

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/18/2022	11/25/2022	39	$755,690.77	$755,690.77	$0.00	$0.00	1	2
2	11/26/2022	12/25/2022	30	$5,128,955.59	$5,884,646.36	$0.00	$0.00	7	0
3	12/26/2022	1/25/2023	31	$1,448,580.10	$7,333,226.46	$0.00	$0.00	9	7
4	1/26/2023	2/25/2023	31	$1,272,882.90	$8,606,109.36	$0.00	$0.00	10	9
5	2/26/2023	3/25/2023	28	$2,922,159.15	$11,528,268.51	$0.00	$0.00	14	11
6	3/26/2023	4/25/2023	31	$1,453,458.85	$12,981,727.36	$0.00	$0.00	15	14
7	4/26/2023	5/25/2023	30	$1,672,497.88	$14,654,225.24	$0.00	$0.00	17	16
8	5/26/2023	6/25/2023	31	$3,188,150.58	$17,842,375.82	$0.00	$0.00	21	18
9	6/26/2023	7/25/2023	30	$2,251,767.13	$20,094,142.95	$0.00	$0.00	24	20
10	7/26/2023	8/25/2023	31	$2,453,925.93	$22,548,068.88	$0.00	$0.00	27	22
11	8/26/2023	9/30/2023	36	$4,580,138.95	$27,128,207.83	$0.00	$0.00	32	25
12	10/1/2023	10/25/2023	25	$3,017,528.73	$30,145,736.56	$0.00	$0.00	36	27
13	10/26/2023	11/25/2023	31	$2,172,558.80	$32,318,295.36	$0.00	$0.00	39	29

11/30/2023 Comments - Contractor continued processing flexible base and installing GeoGrid along the northbound frontage road. Contractor continued drainage excavation along the southbound frontage road and continued installation of culvert 2. Contractor continued working on bridge columns, headwalls, and the City of Hutto and Jonah water lines.

Change Order Number	Approved	Cost This CO	Total COs
01	4/25/2023	925,354.41	925,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: This Change Order provides funds to compensate the contractor for installing safety improvements on US 79 until the permanent overpasses are built. By installing these traffic control measures the drivers traveling north bound on FM 3349 can no longer proceed straight or make a left turn at the US 79 intersection. The same will apply for traffic traveling south on CR 101. Drivers will need to make a right turn on US 79

Change Order Number	Approved	Cost This CO	Total COs
02	4/25/2023	82,000.00	1,007,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: The original bid item 36-inch Ductile Iron Pipe has long lead time of material procurement and is not readily available. Contractor proposed two options with shorter lead time to the City of Hutto as alternatives. City of Hutto has approved option 2, which is 36-inch PVC DR 18 pipe as an alternative with $82,000 increase in cost to the current item and allows contractor to procure material quicker. The cost of this material change is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
03	7/20/2023	195,302.81	1,202,657.22

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for installing one steel utility sleeve casing 24 inches in diameter on FM 3349 at station 421+00.

Change Order Number	Approved	Cost This CO	Total COs
04	8/8/2023	-472,492.20	730,165.02

3. County Convenience. 4D Other "Deletion of work requested by the City of Hutto": This Change Order eliminates City of Hutto 16-inch water main line relocations project and 50 LF of 16-inch water line relocation under City of Hutto water line casing project from the original scope of work. The omission of work was requested by the City of Hutto. The cost for restocking of the ordered material and any other related fee is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
05	0/14/23	-5,274.97	724,890.05

5. Contractor Convenience. 5E Other: This Change Order is to revise the Stone Riprap material cost due to a material substitution request from the contractor. James Construction proposed material that has a specific gravity below the Contract requirements but has been accepted by TxDOT in other projects. The EOR approved the use of this material and recommended a reduction in price. This Change Order will result in a cost savings for the proposed material. This Change Order also adds new items to the Contract to pay the Contractor for additional work that was originally paid under the Force Account Line item.

Change Order Number	Approved	Cost This CO	Total COs
06	10/20/2023	130,053.00	854,943.05

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for upsizing 562 LF of 12-inch PVC pipe and fittings to 16-inch PVC pipe for the Jonah waterline project due to increased demand. The decision to upsize the pipe was at Jonah's request and will be 100% funded by the Jonah Water Special Utility District.

Change Order Number	Approved	Cost This CO	Total COs
07	10/20/2023	661,031.30	1,515,974.35

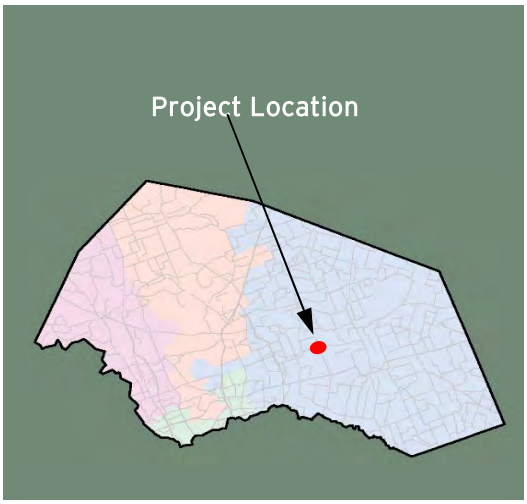
3F. Additional work desired by the County : This Change Order compensates the contractor for installing southbound frontage road right turn lane at FM 3349 for City of Hutto Mega Site. This work was requested by the City of Hutto and is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
08	10/20/2023	327,321.48	1,843,295.83

1. Design Error or Omission. 1B. Other: This Change Order compensates the contractor for installation of 280 linear feet of 36-inch Ductile Iron (DI) pipe for City of Hutto water line project, instead of the previously specified 36-inch PVC pipe. This adjustment is required for the 48-inch bored steel casing under FM 3349 and the transition to a 56-inch casing for the open cut section. This modification was requested by and is 100% reimbursable by the City of Hutto.

Adjusted Price = $83,784,333.96





CR 366 Reconstruction
(Chandler Road to Carlos G. Parker Boulevard)

Project Length: 2.751 Miles
Roadway Classification: Rural Arterial

Project Schedule: January 2023 - Summer 2024
Estimated Construction Cost: $17.7 Million



NOVEMBER 2023 IN REVIEW

11/3/2023: James Construction (JCG) continued processing embankment along CR 366 and FM 397 and to balance subgrade along Chandler Road. JCG continued lime treating subgrade along CR 366 and removed forms from wingwalls at Culvert 1.

11/10/2023: JCG continued processing embankment along CR 366 and FM 397 and to balance subgrade along CR 366 and FM 397. JCG continued lime treating subgrade along CR 366. The contractor installed GeoGrid and began placing flexible base along CR 366.

11/17/2023: JCG processed subgrade along Chandler Road. JCG continued processing embankment along CR 366. Pike worked on the Oncor utility relocations.

11/24/2023: JCG processed subgrade along Chandler Road. JCG continued processing flexible base along CR 366. Subcontractor Pike continued the Oncor utility relocations.



Design Engineer: Garver
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: CR 366 Reconstruction (Chandler Road to Carlos G. Parker Boulevard)
Project No. 22IFB138

Original Contract Price = $17,694,262.46

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/31/2022	9/28/2022	12/27/2022	1/6/2023				515		515

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/6/2023	2/28/2023	54	$1,184,919.53	$1,184,919.53	$131,657.73	$131,657.73	7	10
2	3/1/2023	3/31/2023	31	$220,649.15	$1,405,568.68	$24,516.57	$156,174.30	9	17
3	4/1/2023	4/30/2023	30	$195,624.79	$1,601,193.47	$21,736.09	$177,910.39	10	22
4	5/1/2023	5/31/2023	31	$540,591.96	$2,141,785.43	$60,065.77	$237,976.16	13	28
5	6/1/2023	6/30/2023	30	$1,603,804.24	$3,745,589.67	$178,200.47	$416,176.63	24	34
6	7/1/2023	7/31/2023	31	$781,944.84	$4,527,534.51	$86,882.76	$503,059.39	28	40
7	8/1/2023	8/31/2023	31	$1,589,668.07	$6,117,202.58	$176,629.79	$679,689.18	38	46
8	9/1/2023	9/30/2023	30	$933,910.69	$7,051,113.27	$103,767.85	$783,457.03	44	52
9	10/1/2023	10/31/2023	31	$448,939.28	$7,500,052.55	$49,882.14	$833,339.17	47	58
10	11/1/2023	11/30/2023	30	$314,298.57	$7,814,351.12	$34,922.07	$868,261.24	49	64

11/30/2023 Comments - Contractor continued processing flexible base and installing geogrid along CR 366 and processing subgrade along Chandler Rd. Oncor worked on the utility relocations along CR366 and FM397.

Change Order Number	Approved	Cost This CO	Total COs
01	6/6/2023	$ 11,562.50	$ 11,562.50

1A. Design Error or Omission. Incorrect PS&E. : This change order adds the installation of the construction exits along CR 366 and FM 397 Carlos G Parker to access to the project site. The construction entrances or exits are to provide a stable pathway to keep the mud sediment off the public roads and improve safety.

Adjusted Price = $17,705,824.96

Project Name: Bud Stockton Extension (CR 305 to FM 487)
Project No. 23IFB13

Original Contract Price = $5,917,275.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/12/2022	12/20/2022	1/3/2023	2/9/2023	8/14/2023			177		177

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/1/2023	2/28/2023	16	$173,685.65	$173,685.65	$19,298.41	$19,298.41	3	9
2	3/1/2023	3/31/2023	31	$509,598.69	$683,284.34	$56,622.07	$75,920.48	13	27
3	4/1/2023	4/30/2023	30	$596,757.76	$1,280,042.10	$66,306.42	$142,226.90	24	44
4	5/1/2023	5/31/2023	31	$935,377.65	$2,215,419.75	$103,930.85	$246,157.75	41	61
5	6/1/2023	6/30/2023	30	$493,627.50	$2,709,047.25	$54,847.50	$301,005.25	50	78
6	7/1/2023	7/31/2023	31	$1,774,451.07	$4,483,498.32	$197,161.23	$498,166.48	82	95
7	8/1/2023	8/31/2023	14	$822,967.99	$5,306,466.31	-$218,878.78	$279,287.70	92	103
8	9/1/2023	9/30/2023	0	$220,970.36	$5,527,436.67	-$166,482.87	$112,804.83	93	103
9	10/1/2023	10/31/2023	0	$27,078.46	$5,554,515.13	$552.62	$113,357.45	98	103

11/30/2023 Comments - The Contractor installed the 4-way stop signs and rumble strips as requested by TxDOT. The LOSA for the traffic signal is being executed by TxDOT. The revised design for the traffic signal and the study report warranting the signal are complete and were sent to TxDOT for final approval on 11/22/23.

Change Order Number	Approved	Cost This CO	Total COs
01	3/7/2023	$ 35,830.59	$ 35,830.59

6D. Untimely ROW/Utilities. Other.: As part of the ROW Agreement, Williamson County is responsible for installing the new fence along the ROW. The Agreement was finalized after the design, so the items were not included in the bid documents. Also, temporary fence must be installed around the existing pond while the pond is being backfilled.

Change Order Number	Approved	Cost This CO	Total COs
02	8/23/2023	$ 97,110.00	$ 132,940.59

2. Differing Site Conditions (unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the Contractor for performing full-depth repairs to the existing Bud Stockton Loop pavement prior to the 1-inch overlay of hot mix asphalt.

Adjusted Price = $6,050,215.59

Project Name: CR 404 at FM 973
Project No. 23IFB6

Original Contract Price = $4,622,143.93

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/22/2022	12/6/2022	2/1/2023	2/10/2023	7/7/2023			150		150

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/10/2023	2/28/2023	19	$358,668.36	$358,668.36	$39,852.04	$39,852.04	8	13
2	3/1/123	3/31/2023	31	$668,379.48	$1,027,047.84	$74,264.32	$114,116.36	23	33
3	4/1/2023	4/30/2023	30	$601,756.01	$1,628,803.85	$66,861.78	$180,978.14	37	53
4	5/1/2023	5/31/2023	31	$555,140.47	$2,183,944.32	$61,682.27	$242,660.41	49	74
5	6/1/2023	6/30/2023	30	$1,893,411.89	$4,077,356.21	-$28,062.78	$214,597.63	87	94
6	7/1/2023	7/31/2023	7	$383,976.61	$4,461,332.82	$20,209.29	$234,806.92	96	99
7	8/1/2023	8/31/2023	0	$48,047.09	$4,509,379.91	$2,528.79	$237,335.71	97	99
8	9/1/2023	9/30/2023	0	$150,388.70	$4,659,768.61	-$142,238.46	$95,097.25	97	99
9	10/1/2023	10/31/2023	0	$26,065.94	$4,685,834.55	$531.96	$95,629.21	97	99

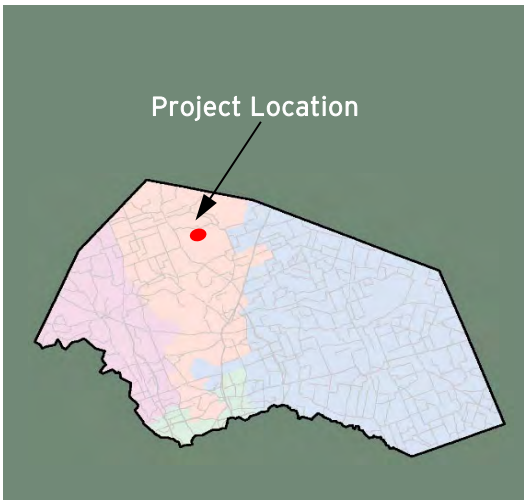
11/30/2023 Comments - No work performed this month.

Change Order Number	Approved	Cost This CO	Total COs
01	9/14/2023	294,199.97	294,199.97

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the contractor for multiple different adjustments made throughout the project. There were revisions made due to the Samsung site, signals, drainage, and some additional safety measures requested by Williamson County.
1B. Design Error or Omission. Other. This Change Order also corrects the incorrect asphalt quantities provided in the bid tabs.

Adjusted Price = $4,916,343.90





CR 307 and CR 305
(CR 307 North of CR 305)

Project Length: 0.75 Miles
Roadway Classification: Rural Local

Project Schedule: Spring 2023 - Late 2023
Estimated Construction Cost: $2.8 Million



NOVEMBER 2023 IN REVIEW

11/3/2023: Joe Bland Construction (JBC) completed processing flexible base on the new phase of CR 305. JBC placed topsoil on the north side of CR 305. The contractor installed drainage pipe under CR 305.

11/10/2023: JBC completed installing drainage pipe under CR 305. JBC began roadway excavation on the west side of the CR 307 intersection. Subcontractor Alpha Paving placed prime, seal coat, and hot-mix asphalt for the widening of CR 305.

11/17/2023: JBC continued roadway excavation and paved Type B asphalt for CR 305.

11/24/2023: JBC continued placing and grading topsoil along CR 305.



Design Engineer: K.C. Engineering
Contractor: Joe Bland Construction
Construction Observation:
Joseph Jones, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: CR 307 and CR 305
Project No. 23IFB34

Original Contract Price = $2,796,832.80

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
2/22/2023	3/7/2023	4/7/2023	4/17/2023				120		120

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/1/2023	4/30/2023	13	$105,372.90	$105,372.90	$11,708.10	$11,708.10	4	11
2	5/1/2023	5/31/2023	31	$78,480.00	$183,852.90	$8,720.00	$20,428.10	7	37
3	6/1/2023	6/30/2023	30	$319,844.70	$503,697.60	$35,538.30	$55,966.40	20	62
4	7/1/2023	7/31/2023	31	$298,387.80	$802,085.40	$33,154.20	$89,120.60	32	88
5	8/1/2023	8/31/2023	31	$262,632.60	$1,064,718.00	$29,181.40	$118,302.00	42	113
6	9/1/2023	9/30/2023	30	$9,900.00	$1,074,618.00	$1,100.00	$119,402.00	43	138
7	10/1/2023	10/31/2023	31	$128,916.90	$1,203,534.90	$14,324.10	$133,726.10	48	164

11/30/2023 Comments - Contractor completed placing Ty B asphalt on CR 305, placed topsoil, and started placing concrete for safety end treatments.

Adjusted Price = $2,796,832.80

Project Name: Samsung Highway (CR 404 Realignment) (FM 3349 to CR 404)
Project No. 23IFB33

Original Contract Price = $5,139,487.45

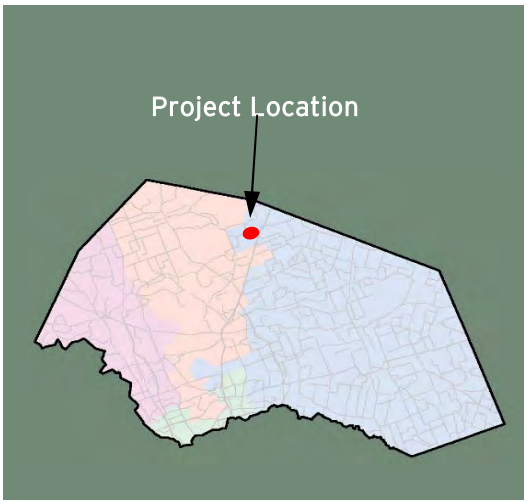
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
2/15/2023	2/28/2023	4/12/2023	4/24/2023	10/2/2023			312		312

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/24/2023	5/31/2023	38	$427,494.19	$427,494.19	$47,499.35	$47,499.35	9	12
2	6/1/2023	6/30/2023	30	$521,200.45	$948,694.64	$57,911.17	$105,410.52	21	22
3	7/1/2023	7/31/2023	31	$1,021,845.73	$1,970,540.37	$113,538.41	$218,948.93	43	32
4	8/1/2023	8/31/2023	31	$950,205.70	$2,920,746.07	-$65,225.45	$153,723.48	60	42
5	9/1/2023	9/30/2023	30	$1,130,322.24	$4,051,068.31	$59,490.64	$213,214.12	83	51
6	10/1/2023	10/31/2023	2	$857,687.88	$4,908,756.19	-$113,035.42	$100,178.70	97	52

11/30/2023 Comments - Contractor worked on punch list items and is waiting on plant establishment for final acceptance.

Adjusted Price = $5,139,487.45





Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)

Project Length: 2.3 Miles
Roadway Classification: Suburban Arterial

Project Schedule: Fall 2023 - Fall 2025
Estimated Construction Cost: $31.0 Million



NOVEMBER 2023 IN REVIEW

11/3/2023: Capital Excavation began processing and compacting embankment from Patriot Way to the SH 130 west limits. Subcontractor Wylie Drilling began forming the reinforced steel cages for the 18-inch and 36-inch diameter drill shafts.

11/10/2023: Capital Excavation completed cuts for the drill shaft operations at the West Mankins Branch Bridge. Subcontractor Wylie Drilling completed drilling and placing concrete for all the 18-inch and 36-inch diameter drill shafts for the West Mankins Bridge.

11/17/2023: Subcontractor Barricades Unlimited setup various lane closures on northbound and southbound SH 130. Capital set concrete traffic barriers in the area of the new overpass bridge. Subcontractor ESSI placed the crash cushions on the upstream ends of the concrete traffic barrier.

11/24/2023: Capital Excavation placed five columns at bent 4 at the West Mankins Bridge. Subcontractor Wylie Drilling drilled and poured the drill shafts for bents 1 and 2 of the SH 130 Bridge.



Design Engineer: Atkins
Contractor: Capital Excavation
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

Corridor C / SH 29 Bypass
Project No. 23IFB67

Original Contract Price = $30,540,848.03

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/15/2023	8/22/2023	9/20/2023	9/30/2023				973		973

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/30/2023	9/30/2023	1	$1,397,211.48	$1,397,211.48	$155,245.72	$155,245.72	5	0

11/30/2023	Comments -	Contractor continued processing and compacting embankment from Patriot Way to the SH 130 west limits. The contractor completed the drill shaft operations at the East and West Mankins Branch Bridge. Contractor began forming and placing concrete for columns at the West Mankins Branch Bridge.

Adjusted Price = $30,540,848.03

Commissioners Court - Regular Session **63.**

Meeting Date: 12/19/2023

Surveying And Mapping 2586 Contract Amendment No 2 Surveying Services

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 2 under Williamson County Contract for Surveying Services between Surveying And Mapping, LLC and Williamson County dated May 19, 2020 for On Call Surveying Services. This Contract Amendment No 2 will allow for an increase in the Compensation Cap from $700,000.00 to $1,100,000.00. Funding source: P588

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Surveying And Mapping 2586 Contract Amendment No 2 Surveying Services

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/13/2023 10:13 AM
County Judge Exec Asst.	Becky Pruitt	12/13/2023 10:54 AM
Form Started By: Vicky Edwards		Started On: 12/13/2023 09:53 AM
Final Approval Date: 12/13/2023		

CONTRACT AMENDMENT NO. __2__
TO
WILLIAMSON COUNTY CONTRACT FOR SURVEYING SERVICES

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
Road & Bridge Department " On-Call" Surveying Services ("Project")

THIS CONTRACT AMENDMENT NO. __2__ 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 Surveying And Mapping, LLC (the "Surveyor") 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 Surveying Services dated effective May 19, 2020 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $700,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; 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 Compensation Cap under Article 5 of the Contract is hereby increased from $700,000.00 to $1,100,000.00 reflecting a total increase of $400,000.00.

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, to be effective as of the date of the last party's execution below.

SURVEYOR:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Patrick A. Smith	_____
Printed Name	Printed Name
Principal/Executive VP	_____
Title	Title
12/12/2023	_____
Date	Date

Commissioners Court - Regular Session **64.**

Meeting Date: 12/19/2023

Award of RFQ #23RFSQ79 Williamson County Groundwater Services to LRE Water, LLC for Commissioner Pct 2

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFQ #23RFSQ79 Williamson County Groundwater Services to LRE Water, LLC, for the maximum payable amount of $794,092.00 and authorize execution of the agreement. Funding Source is 445P.

Background

Williamson County sent out over 13,000 notifications and received 4 responses from individuals or firms interested in developing a detailed hydrogeologic conceptual model and groundwater flow model of the Trinity Aquifer within Williamson County east of I-35 to compliment and complete the study being done west of I-35. The firm recommended for award is LRE Water, LLC for a maximum amount payable of $794,092.00. The funding source is 445P and department point of contact is Vicky Edwards.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Contract

Scoresheet

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/14/2023 11:22 AM
County Judge Exec Asst.	Becky Pruitt	12/14/2023 11:47 AM
Form Started By: Gretchen Glenn		Started On: 12/14/2023 10:17 AM
Final Approval Date: 12/14/2023		

August 21, 2023

Ms. Joy Simonton
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Subject: Recommendation for 23RFSQ79 Ground Water Services Specifications

Dear Ms. Simonton:

Based on the attached supporting documentation, the Groundwater Services Specifications Selection Committee recommends the selection of LRE Water, LLC which was the top ranked firm from the evaluation process.

Four firms were evaluated on August 21, 2023 by the following Selection Committee:

Please feel free to contact me if you have any questions.

Sincerely,

Robert B. Daigh

Robert B. Daigh, P.E.
Senior Director of Infrastructure

WILLIAMSON COUNTY
CONTRACT FOR PROFESSIONAL SERVICES

FIRM: **LRE Water, LLC ("Firm" or "LRE Water")**
ADDRESS: **1101 Satellite View #301, Round Rock, Texas 78665**
PROJECT: **Williamson County Groundwater Services Relating to the Trinity Aquifer within Williamson County East of I-35 – RFQ#23RFSQ79 ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Firm, and such Contract is for the purpose of contracting for professional services described herein.

RECITALS:

WHEREAS, V.T.C.A., Local Government Code §262.024(a)(4) sets forth that a contract for the purchase of a professional service is exempt from the requirement established by Local Government Code Section 262.023 (Competitive Requirements for Certain Purchases) if the commissioners court by order grants the exemption; and

WHEREAS, in addition to the Williamson County Commissioners Court exempting the Professional Services subject of this Contract as professional services in accordance with Local Government Code §262.024(a)(4), County conducted a Request for Qualifications process requesting that firms submit and demonstrate such firm's competence and qualifications in relation to the Professional Services subject of this Contract;

WHEREAS, Firm submitted its qualifications in response to County's Requests for Qualifications and County selected Firm to provide the Professional Services and County and Firm now desire to document their agreement concerning the requirements and respective obligations of the parties; and

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall, to the extent applicable to the Professional Services, be used in the development of the Project:

A. National Environmental Policy Act (NEPA)
B. 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), including latest revisions
C. Americans with Disabilities Act (ADA) Regulations
D. U.S. Army Corps Regulations
E. International Building Code, current edition as updated
F. Williamson County Design Criteria & Project Development Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Firm warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Firm, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or Firm any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Firm must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Firm covenants and represents that Firm and 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 3
PROFESSIONAL SERVICES

Firm shall perform Professional Services as identified in **Exhibit B** entitled "Professional Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Firm to perform one or more tasks of the Professional Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Firm of all Professional Services and a fee amount agreed upon by the County and Firm. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Firm's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Firm shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Firm from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Professional Services take longer than shown on the Work Authorization, through no fault of Firm, Firm may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Firm is expected to complete the Professional Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Firm does not perform the Professional Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Professional Services are completed in accordance with each applicable Work Authorization, or any Supplemental Work Authorization related thereto. Any Professional Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Firm shall notify County in writing as soon as possible if he/she/it determines, or

reasonably anticipates, that the Professional Services will not be completed in accordance with an applicable Work Authorization, or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Firm acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Professional Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Firm shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Professional Services required under this Contract in a professional manner.

C. Commencement of Professional Services. After execution of this Contract, Firm shall not proceed with Professional Services until Firm has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Firm agrees to accept up to the amount shown below as full compensation for the Professional Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Professional Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Seven Hundred Ninety-Four Thousand and Ninety-Two Dollars ($794,092.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Professional Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Professional Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Firm shall receive compensation for only actual fees and costs of the Professional Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Professional Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Firm shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Professional Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable

to County. Satisfactory progress of Professional Services shall be an absolute condition of payment.

Firm shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Firm without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Firm shall be made while Professional Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Firm shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Professional Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Professional Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Professional Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Professional Services performed. Firm has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Firm of the responsibility of correcting any errors and/or omissions resulting from its negligence.

Upon submittal of the initial invoice, Firm 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.

[a] *See also,* Art. 32(P) "Termination of Work Authorization".

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Firm 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.

Firm 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:

A. There is a bona fide dispute between County and Firm concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Firm and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Professional Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County [b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Firm 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 Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF PROFESSIONAL SERVICES

The Firm shall not proceed with any task of the Professional Services until Firm has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Professional Services. The County shall not be responsible for work performed or costs incurred by Firm related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Firm shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

[b] *See* Art. 6, *supra*.

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Firm written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Firm 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 the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

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

LRE Water, LLC
Attn:: Jordan Furnans, PhD, PE, PG
Vice President - Texas Operations
1101 Satellite View #301
Round Rock, Texas 78665

Firm shall have the right, from time to time, to change the Firm'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 Firm under this Contract, the Firm'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 the Firm's Designated Representative on behalf of Firm shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Firm's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Firm's Designated Representative shall be binding on Firm. Firm's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Firm.

ARTICLE 10
PROGRESS EVALUATION

Firm shall, from time to time during the progress of the Professional Services, confer with County at County's election. Firm 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 Professional Services. At the request of County or Firm, conferences shall be provided at Firm'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 Professional Services. County may, from time to time, require Firm to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Professional Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Firm to determine corrective action required.

Firm shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Professional Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Professional Services units 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

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Professional Services, but not to terminate this Contract, then such suspension may be effected by County giving Firm thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Professional 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 Professional Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Firm shall have the option of terminating this Contract and, in the event, Firm shall be compensated for all Professional Services performed and reimbursable expenses incurred, provided such Professional Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Professional Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be

extended for a time period equal to the suspension period.

County assumes no liability for Professional Services performed or costs incurred prior to the date authorized by County for Firm to begin Professional Services, and/or during periods when Professional Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL PROFESSIONAL SERVICES

If Firm forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Professional Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Professional Services, County shall so advise Firm and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Professional Services must be set forth in such Contract Amendment. Firm shall not perform any proposed Additional Professional Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Professional Services, a written Work Authorization, which sets forth the Additional Professional Services to be performed, must be executed by the parties. County shall not be responsible for actions by Firm nor for any costs incurred by Firm relating to Additional Professional Services not directly associated with the performance of the Professional Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED PROFESSIONAL SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Professional Services or parts thereof which involve changes to the original Professional Services or character of Professional Services under this Contract, then Firm shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Professional Services and paid for as specified under Article 12.

Firm shall make revisions to Professional 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 Professional Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Professional Services set forth in **Exhibit B**,

modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to data or programs stored electronically, (hereinafter referred to as "Work Products") prepared by Firm and its subcontractors/subconsultants are related exclusively to the services described in this Contract 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 Work Products under this Contract 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 Firm.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Firm 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 Work Products developed under this Contract. Copies may be retained by Firm. Firm 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 Firm or anyone connected with Firm, including agents, employees, Firms or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Firm without cost to County.

Upon execution of this Contract, Firm grants to County permission to reproduce Firm's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Firm shall obtain similar permission from Firm's subcontractors/subconsultants consistent with this Contract. If and upon the date Firm is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed 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 Firm. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Work Products shall be at County's sole risk and without liability to Firm and its Firms.

Prior to Firm providing to County any Work Products in electronic form or County providing to Firm any electronic data for incorporation into the Work Products, County and Firm shall by separate written contract set forth the specific conditions governing the format of such Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Firm 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 Firm, the hardcopy shall prevail. Only printed copies of documents conveyed by Firm shall be relied upon.

Firm shall have no liability for changes made to the Work Products by other Firms subsequent to the completion of the Project. Any such change shall be sealed by the Firm making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Firm shall furnish and maintain, at its own expense, quarters for the performance of all Professional Services, and adequate and sufficient personnel and equipment to perform the Professional Services as required. All employees of Firm shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Firm who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Professional Services shall immediately be removed from association with the Project when so instructed by County. Firm certifies that it presently has adequate qualified personnel in its employment for performance of the Professional Services required under this Contract, or will obtain such personnel from sources other than County. Firm may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Firm shall not assign, subcontract or transfer any portion of the Professional Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Firm of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF PROFESSIONAL SERVICES

Firm's Professional Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All documents shall be submitted by Firm on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. 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 the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Professional Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Firm in writing within such thirty (30) day period if such Professional Services have been found to be incomplete. If the submission is Complete, County shall notify Firm and County's technical review process will begin.

If the submission is not Complete, County shall notify Firm, who shall perform such professional services as are required to complete the Professional Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Professional Services for compliance with this Contract. If necessary, the completed Professional Services shall be returned to Firm, who shall perform any required Professional Services and resubmit it to County. This process shall be repeated until the Professional Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Firm shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Professional Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Firm shall, without additional compensation, perform any work required as a result of Firm's development of the work which is found to be in error or omission due to Firm's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Professional Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Firm's Professional Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Firm, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Firm. FIRM'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE FIRM BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE FIRM'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE PROFESSIONAL SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Firm shall be grounds for termination of this Contract, and any increased costs arising from Firm's default, breach of contract, or violation of contract terms shall be paid by Firm.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Firm, as a consequence of failure by Firm to perform the Professional Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Firm, upon not less than thirty (30) days' written notice to Firm.

E. By satisfactory completion of all Professional Services and obligations described herein.

Should County terminate this Contract 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 Firm. In determining the value of the Professional Services performed by Firm prior to termination, County shall be the sole judge. Compensation for Professional Services at termination will be based on a percentage of the Professional Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Firm defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Firm, then County shall give consideration to the actual costs incurred by Firm in performing the Professional Services to the date of default, the amount of Professional Services required which was satisfactorily completed to date of default, the value of the Professional Services which are usable to County, the cost to County of employing another firm to complete the Professional Services required and the time required to do so, and other factors which affect the value to County of the Professional Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Firm to fulfill its contractual obligations, then County may take over the Project and prosecute the Professional Services to completion. In such case, Firm shall be liable to County for any additional and reasonable costs incurred by County.

Firm shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Firm in support of the Professional Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Firm 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 Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Firm shall furnish County with satisfactory proof of its

compliance.

Firm shall further obtain all permits and licenses required in the performance of the Professional Services contracted for herein.

B. Taxes. Firm will pay all taxes, if any, required by law arising by virtue of the Professional 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

THE FIRM AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, 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 THE FIRM, THE FIRM'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH THE FIRM INCLUDING, WITHOUT LIMITATION, THE FIRM'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH THE FIRM EXERCISES CONTROL.

THE FIRM FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE FIRM'S FAILURE TO PAY THE FIRM'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY THE FIRM.

THE FIRM FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, 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 THE FIRM IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT THE FIRM'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT 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 THE COUNTY OR THIRD PARTIES FOR WHOM THE FIRM IS NOT LEGALLY LIABLE, THE FIRM'S OBLIGATIONS SHALL BE IN PROPORTION TO THE FIRM'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE FIRM, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH THE FIRM EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN THE FIRM IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. THE FIRM SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT THE FIRM, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH THE FIRM EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE THE FIRM, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH THE FIRM EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
FIRM'S RESPONSIBILITIES

Firm 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 Firm's responsibilities for all questions arising from errors and/or omissions, subject to the dispute resolution provisions of Article 33. Firm 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
FIRM'S SEAL

To the extent required by an any applicable laws, acts, rules or regulations pertaining to the types of professional services to be provided by Firm under this Contract, the Firm shall sign, seal and date all appropriate submissions to County.

ARTICLE 25
INSURANCE

Firm must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Firm, at Firm's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. 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.

C. Premiums and Deductible. Firm shall be responsible for payment of premiums for all of the insurance coverages required under this section. Firm further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Firm is responsible hereunder, Firm shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Firm's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Firm shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Firm shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract 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 Firm hereunder.

E. Insurance Company Rating. The 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.

F. Certification of Coverage. Firm shall furnish County with a certification of coverage issued by the insurer. Firm shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Firm 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.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Firm, that no provision of this Contract shall be construed to require the 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 Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Firm, Firm shall require each subcontractor/subconsultant performing

work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Firm shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Firm must retain the certificates of insurance for the duration of this Contract, 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.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to:

   Williamson County Dept. of Infrastructure
   Attn: Director of Road & Bridge
   3151 SE Inner Loop, Suite B
   Georgetown, Texas 78626

2. 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.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Firm shall be borne solely by Firm, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Firm for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Firm may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
FIRM'S ACCOUNTING RECORDS

Firm agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Professional Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Firm agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Firm which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Firm further agrees that County shall have access during normal working hours to all necessary Firm facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Firm reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally

delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

and to:
Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

Firm: LRE Water, LLC
Attn:: Jordan Furnans, PhD, PE, PG
Vice President - Texas Operations
1101 Satellite View #301
Round Rock, Texas 78665

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Firm understands and agrees that time is of the essence and that any failure of Firm to complete the Professional Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Firm shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Contract and the Firm's standard of performance as defined herein. Where damage is caused to County due to Firm's negligent failure to perform County may accordingly withhold, to the extent of such damage, Firm's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Firm shall be deemed in violation of this Contract 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.

C. Enforcement and Venue. This Contract 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 Contract 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.

D. Standard of Performance. The standard of care for all professional, consulting and related services performed or furnished by Firm and its employees under this Contract will be the care and skill ordinarily used by members of Firm's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. To the extent applicable, any opinions of probable Project cost or probable construction cost provided by Firm are made on the basis of information available to Firm and on the basis of Firm's experience and qualifications and represents its judgment as an experienced and qualified professional Firm. However, since Firm 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, Firm does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Firm prepares.

F. Opinions and Determinations. Where the terms of this Contract 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.

G. Reports of Accidents. Within 24 hours after Firm becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Firm), whether or not it results from or involves any action or failure to act by the Firm or any employee or agent of the Firm and which arises in any manner from the performance of this Contract, the Firm shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Firm shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Firm, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Firm's performance of work under this Contract.

H. Gender, Number and Headings. 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, 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.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that 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.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Firm's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Firm to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an

approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Firm shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, 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 Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract 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 the Contract.

ARTICLE 34
SIGNATORY WARRANTY

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

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

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____ ____, 20____

FIRM/LRE WATER

LRE WATER, LLC

By _____

Printed Name: JORDAN FURNANS

Title: Vice President

Date: 12/13 ____, 2023

JORDAN FURNANS

SUBSCRIBED and sworn to before me the undersigned authority by Ashley Gaskins the ___ Jordan E. Furnans of Firm, on behalf of Firm.
Vice President

ASHLEY GASKINS
Notary ID #134061245
My Commission Expires
November 11, 2026

Ashley Gaskins
Notary Public in and for the
State of Texas

My commission expires: 11/11/2026

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Professional Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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 Firm 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.

LRE Water, LLC
Name of Firm

Signature of Certifying Official

JORDAN FURNANS
Printed Name of Certifying Official

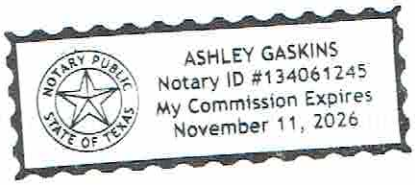
Vice President
Title of Certifying Official

12/13, 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 Jordan Furnans the Vice President of LRE Water, on behalf of said firm.



Ashley Gaskins
Notary Public in and for the
State of Texas

My commission expires: 11/11/2026

EXHIBIT B

PROFESSIONAL SERVICES

The scope of Professional Services under the Contract is to provide reports and a computer dashboard to facilitate the County's understanding of the opportunities and limitations related to the development of groundwater resources within the Trinity Aquifer east of I-35. Individual tasks and deliverables are as follows:

Task 1 - Conceptual Model	
Task 1A	Lit Review / Data Collection
Task 1B	Digitize and Assemble Datasets
Task 1C	Develop Aquifer Structure & Stratigraphy
Task 1D	Develop Three-Dimensional Model
Task 1E	Determine Well Completion
Task 1F	Aquifer Hydraulic Properties
Task 1G	Water Levels
Task 1H(a)	Recharge and ET
Task 1H(b)	Pumpage Estimates
Task 1I(a)	Surface Water & Spring Flow
Task 1I(b)	Water Quality
Task 1J	GDB and GIS Data
Task 1K	QA/QC
Task 1L	Report

Task 2 - Numerical Model	
Task 2A	Grid Discretization & Structure
Task 2B	Model Parameter Files
Task 2C	Boundary Condition Files
Task 2D	Calibration & Predictive Evaluation
Task 2E	Predictive Simulations
Task 2F	Report

Task 3 - Dashboard Development	
Task 3A	Dashboard Tools Workshop
Task 3B	Platform & Technology Workshop
Task 3C	County Data Integration
Task 3D	Geodatabase Integration
Task 3E	Public Data Integration
Task 3F	Interactive Map Development/Testing
Task 3G	Analytical Tools Development
Task 3H	Documentation
Task 3I	User Training
Task 3J	System Transfer
Task 3K	Ongoing Support

The tasks above and deliverables are further detailed on the following pages.

PHASE I APPROACH

DEVELOPMENT OF HYDROGEOLOGIC CONCEPTUAL MODEL

TASK 1A – LITERATURE REVIEW AND DATA COLLECTION

At Project onset, select LRE Water team members will perform a comprehensive literature review that examines previously documented geology and groundwater data within Williamson County. This literature review includes but is not limited to this exhaustive list of local and regional studies and reports:

- Hill (1887)
- Cumley and others (1942)
- Follett (1959), Tucker (1962)
- Klemt and others (1975)
- Senger and Kreitler (1984)
- Woodruff (1985)
- Baker and others (1986)
- Collins (1987)
- Kreitler and others (1987)
- Yelderman and others (1987)
- Nordstrom (1987)
- Land and Dorsey (1988)
- Dahl (1990)
- Flores (1990)
- Senger and others (1990)
- Duffin and Musick (1991)
- Lozo and Stricklin (1994)
- Hauwert and Warton (1997)
- Ridgeway and Petrini (1999)
- Collins and others (2002)
- Jones (2002)
- Slade and others (2002)
- Dutton and others (2003)
- Bené and others (2004)
- Shah (2005)
- Bené and others (2007)
- Standen and Ruggiero (2007)
- Yelderman (2013)
- Kelley and others (2014)
- Eckhoff (2016)
- Shi and others (2016)
- Keester and Konetchy (2017)
- Robinson and Lupton (2018)
- Yelderman (2019)
- Hunt and Smith (2020)
- Standen and Clause (2021)
- Jones (2023)

Additionally, we will query the following state managed water well databases for all available water well data within Williamson County: TWDB GWDB, TDLR SDR, Texas Commission on Environmental Quality (TCEQ) Public Water Supply Database and TWDB Recorder Well database.

As of 6/1/2023, we have found at least 4,138 water wells within Williamson County (Figure 2). We also have access to the BEG Geophysical Log Facility and Well Record Library where we will be able to obtain geophysical logs and exploratory oil and gas well reports that can be used to examine groundwater resources. Our pre-existing relationships with geophysical log repositories across the state such as The Subsurface Library will also be leveraged for additional geophysical log data resources.

Our team has already reviewed and extracted data from several of these sources for our ongoing study of western Williamson County. We intend to build upon this data as we infill for the development of the conceptual model.

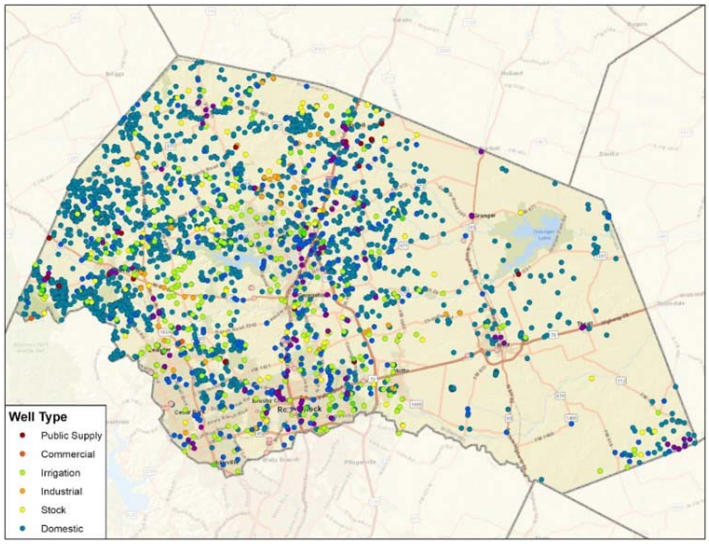


Figure 2 Water Wells across Williamson County

TASK 1B – DIGITIZE AND ASSEMBLE DATA

Bringing together discrete data sources as outlined in the previous section ensures that the best available science is developed, however it also presents challenges as it relates to the usability of the data due to the various and often conflicting formats. Many of the aforementioned reports and studies will require post-processing as the embedded data is only available in analog format. This will include but is not limited to the digitization of well reports and tables, georeferencing of maps and the plotting of well locations based on Texas land survey data. All data will be digitized and projected using the TWDB GAM coordinate system. We will standardize the data by creating excel tables and GIS shapefiles and rasters. All data will be carefully documented and will include metadata which details the origins and limitations. We will also produce and provide digital copies of all relevant materials.

TASK 1C – DEVELOP AQUIFER STRUCTURE AND STRATIGRAPHY

For the development of aquifer stratigraphy, we will use the stratigraphic framework conceptualized by Klemt and others (1975) (Figure 3). This early framework is the industry standard when working in central Texas as it provides relevant details on both the Edwards and Trinity Aquifers. We will subdivide the Trinity Aquifer into corresponding Upper, Middle and Lower Trinity units, by defining the following stratigraphic units from available geophysical log data: Glen Rose Formation, Hensell Sand, Cow Creek Limestone, Pearsall, Hammett Shale, Sligo, and Hosston. This division follows the Northern Trinity and Northern Edwards Balcones Fault Zone (BFZ) groundwater model framework (Bené and others, 2004; Jones, 2023), and is consistent with nomenclature used by the scientific community, TWDB, TCEQ, and local water well drillers.

To define possible brackish aquifer units out west and the freshwater Carrizo-Wilcox Aquifer out east we will follow the stratigraphic models developed by Standen and Ruggiero (2007) and Dutton and others (2003), respectively. Using

these models and the Edwards BFZ conceptual framework (Jones, 2023) we propose to expand this study beyond the Trinity Aquifer to also include the following aquifers within Williamson County: the Edwards which is defined as a TWDB major aquifer and hydraulically connected to the Trinity Aquifer along the BFZ (Jones, 2023), the Hickory Sandstone a TWDB minor aquifer that may contain brackish groundwater in portions of western Williamson County (Shi and others, 2016) and the Carrizo-Wilcox a TWDB major aquifer that contains shallow freshwater in far eastern Williamson County (Dutton and others, 2003). We will also review the shallow alluvial aquifer systems and determine if there are other hydrogeologic units with local aquifer potential.

System	Group	Stratigraphic Units		Hydrologic Unit	Lithologic Description
	Washita	Georgetown		Edwards and associated limestones	Thin interbeds of richly fossiliferous, nodule, massive, fine-grained limestone and marl
	Fredericksburg	Kiamichi			Marl and thin limestone seams, and clay
		Edwards Limestone			Massive, brittle vugular limestone and dolomite and solution collapse features
		Comanche Peak Limestone			Fine-grained, fairly hard, nodular fossiliferous marly limestone
		Walnut Formation		Aquitard	Hard and soft limestone, marls, and clays
	Upper Trinity	Glen Rose		Upper Trinity Aquifer	Limestone, shale, and anhydrite
Cretaceous	Middle Trinity	Travis Peak Formation	Hensell Sand Member	Middle Trinity Aquifer	Composed of sands and sandstones, gravels and conglomerates that are poorly to well cemented, and sometimes interbedded with sandy limestone lenses, multicolored clays, and gray to green shales.
			Cow Creek Limestone Member		Cream to tan color limestones that are fossiliferous, sometimes sandy, and can locally contain fractures and cavities.
			Pearsall Member / Hammett Shale	Aquitard	Pearsall Member / Hammett Shale
					"Redbeds" Limestones, multi-colored clays, and sand lenses / Gray to dark gray silty sandy shale with streaks of dolomite.
	Lower Trinity		Hosston Member	Lower Trinity Aquifer	"Lower Trinity Sand," composed of poorly sorted multicolored conglomerate, poorly sorted to well sorted fine and coarse grain sand and sandstones, streaks of shale and occasional limestone.

Figure 3 Proposed stratigraphic framework, modified after Klemt and others (1975)

The LRE Water team will maximize the use of available data by analyzing up to 100 publicly available geophysical logs, and up to 250 well reports to complement our ongoing study of western Williamson County. Geophysical logs are the industry preferred choice when it comes to stratigraphic analysis, and provide insights into obscure subsurface conditions. Our geophysical log analysis provides the foundation of all subsequent research, which includes the interpretation of oil and gas cable tool drillers' reports and water well drillers' lithology descriptions from both the TDLR SDR and TWDB GWDB water well reports. From our experience in the region we have developed a very specific set of criteria and techniques which allow us to efficiently review and process these water well records. This is an LRE Water competitive advantage we have over all other hydrogeologic consultants within Texas.

Our primary goal is complete county-wide coverage by building upon our ongoing research in the area, while an acute attention to detail will be required in areas with faults, and where changes in aquifer conditions are observed. This

effort will yield the most comprehensive hydrostratigraphy dataset ever developed for Williamson County, and possibly for any county within Texas.

For this task we will use industry-leading software packages, PETRA and ArcGIS. Combined, these will increase efficiency as it relates to data acquisition, processing and analysis.

We will also consider the use of 2D seismic line data which is available in some areas of Williamson County. This data is rarely used in groundwater studies due to budget constraints and survey line availability. Based on the available distribution of data and the associated cost of acquiring this data we made a preliminary decision to exclude this data from our technical approach. However we will discuss this possibility at the Project kickoff meeting, from which the County may make the ultimate decision.

TASK 1D – DEVELOP THREE-DIMENSIONAL MODEL

We know that an important aspect of any hydrogeologic conceptual model is accuracy, transparency and the ability to effectively communicate complex groundwater science. The development of a three-dimensional geologic model will accomplish all these objectives. Using Leapfrog geologic modeling software, we will develop an interactive three-dimensional model for Williamson County. This model will include the stratigraphic structure developed under Task 1C and also incorporate water well and water level data developed through Task 1B and 1F.

Our team has experience building these models across the state including in Williamson County (Figure 4), where we are currently under contract to develop a model for the western half of the county as part of ongoing research. This model will provide an additional layer of quality assurance by demonstrating the spatial distribution of aquifer data in a three-dimensional workspace which simultaneously increases data transparency and validates our final product and deliverables. Often, these models also find their way into classrooms where they serve as a resource for educators in communities across the state of Texas.

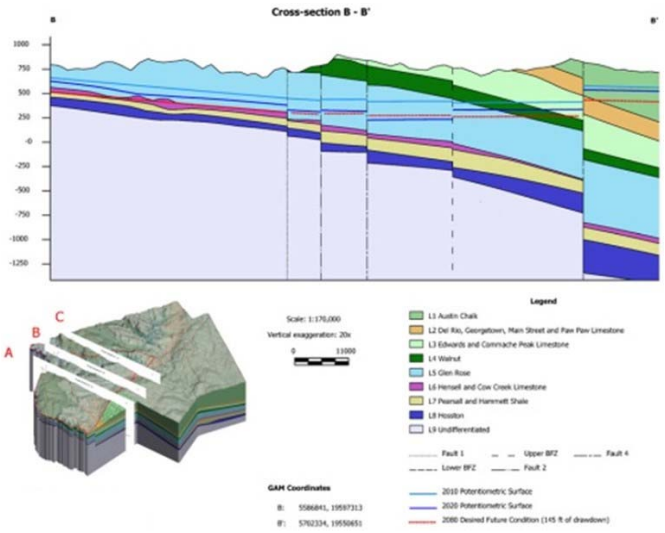


Figure 4 Three-dimensional leapfrog model with cross-section to review faulting in portions of Williamson and Bell County

TASK 1E – DETERMINE WELL COMPLETION

The ability to accurately and efficiently assign water wells to a specific aquifer unit is always a hindrance to the accuracy of county-wide and regional aquifer studies. Our competitors typically ignore or simplify this task by only considering the location of a well and its corresponding depth. This strategy usually leads to errors, especially when evaluating the Trinity Aquifer where the units are very thin and quickly change due to faulting. We pride ourselves in our commitment to excellence and do not take this same shortcut. We have developed a proprietary tool that can quickly determine well completion and screen intervals across the various state water well databases. With this information we will use the three-dimensional model to efficiently assign the appropriate aquifer to every water well across the County. This has never been done for Williamson County and this attention to detail will permeate its way through the rest of our deliverables as we are able to confidently correlate water levels, water quality, aquifer properties and pumpage data.

TASK 1F – AQUIFER HYDRAULIC PROPERTIES

The hydraulic properties of an aquifer quantify how easily water moves through the geologic formations and how much water those formations can hold in storage.

Commonly, these hydraulic properties are referred to as the aquifer transmissivity and storativity. The most common way to determine the site-specific hydraulic properties of an aquifer is to conduct an aquifer test where groundwater is pumped from a well at a constant rate while the change in water level in the pumping well and other nearby wells
(if available) is measured.

For the hydrogeologic conceptual model, we will gather publicly available test data for wells completed in the Trinity and Edwards aquifers. In addition, we will request data from public water systems in Williamson County with wells completed in the studied aquifers. Additional data may also be available from Certification of Groundwater Availability reports previously submitted to Williamson County with proposed plats.

As noted, the data provided is site-specific to and near the well location. To develop estimates for the entire aquifer within Williamson County, we will utilize interpolation methods for extending the local characteristics to the county level.

TASK 1G – WATER LEVELS

Based on the TWDB GWDB, there are 587 water wells with historic water level measurements in Williamson County.

LRE Water will compile this data and develop decadal water level data including the most recent water level measurement on every well in this database. Water levels will be assigned an aquifer based on the results from Task 1E.

TASK 1H – RECHARGE AND EVAPOTRANSPIRATION

Aquifer recharge refers to the amount of water entering the aquifer flow system from precipitation, irrigation return flows, or urban water system loss. Evapotranspiration is

the portion of groundwater in the shallow groundwater flow system that is lost to evaporation or is captured and transpired by plants. For the deep Trinity Aquifer in eastern Williamson County, these values are essentially zero, yet
in western Williamson County and in the Edwards Aquifer, these properties may become more significant.

Our team has previously worked on a project for the TWDB to assess the potential recharge to various aquifers in central and west Texas including formations of the Edwards and Trinity aquifers. In addition, members of
our team are working on the update to the regional groundwater availability model by GMA-8, which includes the development of a model specifically for simulating historical recharge. We will investigate the applicability
of this recharge model to the county-scale model, make appropriate updates, and incorporate the results as part of our conceptual model development.

TASK 1H – ESTIMATE PUMPAGE

Pumping is frequently one of the most uncertain values in the conceptual model. However, the effects of pumping also tend to have the greatest effect on model development and tuning of the model parameters. As such, we will investigate various sources to inform our understanding and quantification of the historical pumping timing, locations, and amounts.

To develop the pumping datasets for the conceptual model, we will draw upon our team's previous and ongoing experience with TWDB Water Use Survey data, pumping data from local entities, and estimation of pumping from publicly available datasets. Research conducted by our team members and others has shown that data from the TWDB is generally a good starting point for estimation of pumping, but the values reported commonly have readily identifiable errors. For future modeling purposes, we will apply and further refine pumping estimation methods that are based on the publicly available data.

TASK 1I – SURFACE WATER & SPRING FLOW

Surface water features of significance within the study area include the San Gabriel River, Berry Creek, Brushy Creek, and Lake Georgetown. Slade and others (2002)
documented numerous gaining and losing stream segments of San Gabriel River, Berry Creek, and Brushy Creek as these streams flow across the Edwards Aquifer outcrop; however, baseflow in these streams indicates groundwater discharge. Slade and others (2002) also indicate that groundwater-surface-water interaction occurs between Lake Georgetown and the underlying Edwards Aquifer.

Major springs within the study area are associated with major faults, and include Cowan Creek Spring, Georgetown Spring, Berry Spring, and Knight Spring (Jones, 2023). Numerous smaller springs occur within the study area and are mostly associated with the Brushy Creek and San Gabriel River watersheds (Jones, 2023).

Spring locations and discharge will be estimated based on information in the TWDB GWDB, a US Geological Survey database of Texas springs (Heitmuller and Reece, 2003; Brune, 1975), and Brune (1975). Recent aerial imagery will be

used to confirm spring locations and estimate if they are still active based on vegetation or other indicators, and limited field visits will be made (where access is granted) to confirm location, current condition and estimate flow rate.

Cross-formational flow between the Edwards and Trinity aquifers through the Balcones Fault Zone is probable within the study area, as indicated by areas that are strongly geochemically correlated (Eckhoff, 2016). We will review the geochemical model and determine where cross-formational flows are occurring in Williamson County.

TASK 1I – WATER QUALITY

Based on the TWDB GWDB, there are 449 wells with water chemistry analyses within Williamson County. Through
our literature review we will also identify and process select historical measurements identified by Cumley and others (1942), Baker and others (1986), Kreitler and others (1987), and also review and the hydrogeochemical models developed by Senger and others (1999) and Eckhoff (2016). Our team will assess this data and determine if water chemistry data can be correlated to individual aquifer units, determine if there are variations within aquifer units, and define freshwater and brackish water limits that are present in the downdip section (east of Interstate 35) of the Trinity and Edwards aquifers (Muller and others, 1990; Robinson and Lupton, 2018; & Jones, 2023).

TASK 1J – DEVELOP GEODATABASE AND SUPPLEMENTAL DATA

Geodatabases are not only useful for standardizing data, but also serve as a data repository which increases access and overall usability. All digital format data with geographic coordinates or spatial representation developed from
Task 1A - 1I will be compiled into a geodatabase. Additional supplemental data as it relates to rainfall, physiography and climate, soil, and surface hydrology will also be acquired and included in the geodatabase during this task. The geodatabase will conform to the TWDB Geodatabase/
Data Model Requirements, We will also follow the Federal Geographic Data Committee recommendations for the reporting of metadata.

TASK 1K – QUALITY ASSURANCE AND QUALITY CONTROL

Quality assurance and quality control are embedded and emphasized throughout the Project beginning with our project management philosophy which emphasizes an attention to detail and establishes clear and concise
requirements. LRE Water has invested in the development of several proprietary tools that not only expedite data extraction and processing but also serve as quality assurance tools by removing opportunities to introduce user errors. Quality control will be reinforced by implementing statistical data models which identify outlier data points and by reserving budget and staff time to carefully review the deliverables associated with each task.

TASK 1L – DATA DOCUMENTATION (TASK 1 REPORT)

We will develop a conceptual model report that details our Task 1A - 1I analysis and follows the TWDB Conceptual Model Report checklist. We recommend that the County consider the delivery of a draft report which provides the
County with an opportunity to provide comments and offer recommendations before this report is finalized.

Phase 1 Deliverables:

Leapfrog Three-Dimensional Model

- Delivery of the Leapfrog project file used to develop the Leapfrog viewer module (freeware), with detailed data documentation.
- Delivery of the Leapfrog viewer module, with the following:
  - » (3) reference layers: aerial, streets and political boundaries and surface geology
  - » Hydrogeologic framework as defined by Task 1C.
  - » Water well locations defined by Task 1A with well completion intervals defined by Task 1D.
  - » Current water level and potentiometric surfaces as defined by Task 1G.
- A user manual developed by LRE Water specifically for Williamson County.
  - » (1) in-person or online training session for County staff.

Geodatabase

- (1) Geodatabase as described by Task 1J.

Conceptual Model Report

- Summarizes the Project with relevant items discussed in Task 1A - 1I according to TWDB conceptual model report checklist.

PHASE 2 APPROACH

DEVELOPMENT OF MODFLOW GROUNDWATER AVAILABILITY MODEL

The TWDB approved model for Trinity Aquifer within Williamson County is the Updated GAM of the Northern Trinity and Woodbine Aquifers. Partly due to recognized errors and limitations with the current model, GMA-8 recently approved an update of this model with a focus on its use within joint planning. Members of our Team are supporting work on this model update, and we will work closely with the GMA-8 consultants to ensure consistency between the local Williamson County model and the update to the regional groundwater availability model.

The following tasks outline the workflow to convert the hydrogeologic conceptual model to the numerical model. The first part of this process is to translate the real-world data into the MODFLOW input file format and files which we will use for calibration of the model parameters. During the construction and calibration of the model, we will use an open-source scripting-based approach.

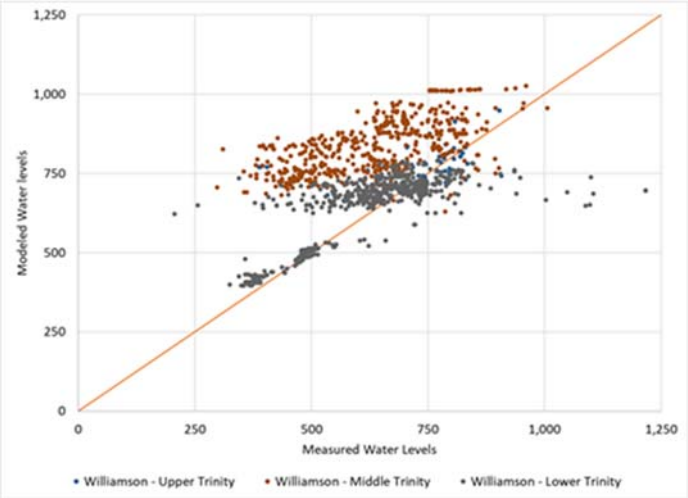


Figure 5 Measured vs. Modeled Water Levels in Williamson County

The workflow approach will ensure that the model is developed with transparency, efficiency, and reproducibility.

The model will be developed using MODFLOW 6, which is the latest version of MODFLOW. The model will be designed, constructed, and documented to TWDB standards.

We understand the purpose of the Williamson County Trinity Aquifer model is to provide information regarding groundwater availability for future development. While the County currently requires certification of groundwater availability if groundwater is to be the source of water for a proposed development, the County staff have limited tools at their disposal for evaluating the submitted certifications.

The model, along with the dashboard and analytical tools developed based on the hydrogeologic conceptual model and MODFLOW model, will aid the County in effectively planning water supplies for proposed and future developments. Having this clear model purpose will guide our design, construction, calibration, and uncertainty evaluation efforts.

TASK 2A – GRID DISCRETIZATION AND STRUCTURE

The first task in model development is determining the model area. Since the area of interest is Williamson County, the model area will need to extend beyond the county to avoid potential issues when simulating pumping near the Williamson County line. The extension of the area beyond the county will either coincide with natural geologic boundaries, utilize the current (or in process of being updated) GAM to determine groundwater inflows or outflows, or be assigned as time-variant water level elevations.

Discretization of the aquifer units in a model refers to how we divide the hydrogeologic units into smaller areas for simulation. When using MODFLOW 6, there are three ways to discretize the aquifer units: structured discretization (that is, traditional layer, row, and column format), discretization by vertices (same as the traditional approach but using x and y coordinates instead of row and column numbers), and unstructured discretization (node based format where a modeler must define how each point in the model is connected to adjacent points). We will develop the grid for

the model using the unstructured approach which will allow for stratigraphic pinch outs or other structures identified in the hydrogeologic conceptual model. In addition, the use of an unstructured grid will allow for nodes to represent varying amounts of aquifer area; for example, a node can represent a smaller area where the density of real-world data is greater. For the aquifer discretization, we will assign the bottom of each layer to each cell using the stratigraphic layer elevations from the hydrogeologic conceptual model phase. Once the model parameters and boundary conditions have been developed (Task 2B and Task 2C), we will refine the grid where necessary to improve the numerical representation of local conditions.

TASK 2B – PREPARE MODEL PARAMETERS FILES

For this task, the model parameter files refer to the input files associated with the hydraulic properties of the model or items associated with the observations of aquifer conditions. In addition, as part of this task we will compile and/or format observations of water level and spring flow that may be used during calibration of the model. These parameters include:

- Transmissivity, hydraulic conductivity, and storativity values.
- Transient water levels and spring flows. As applicable, water level and spring flow data will be incorporated into the model dataset to aid in the calibration of the Edwards Aquifer layer of the model.
- Faulting within the aquifer system. We will incorporate the representation of faults within the model to reflect observations and mapping.

Along with the parameters, we will also investigate the potential for monthly time discretization for the model. However, if available data are insufficient for meaningful calibration at the monthly time period level, we will focus on developing the model to reflect annual aquifer conditions with subsequent analytical tools being used to investigate shorter time periods.

TASK 2C – PREPARE MODEL BOUNDARY CONDITION FILES

The model boundary conditions refer to items where the flow, water level, or a combination of the flow and water level are defined for the aquifer. For example, pumping is a flow boundary condition where the groundwater withdrawals are prescribed for the aquifer. Preparation of these files will include:

- General head or constant head boundaries along the edge of the model. We will evaluate the choice of boundary type through preparation and testing of the model.
- We will incorporate the transient recharge to the Edwards and Trinity aquifers developed from the conceptual model. Our evaluation will be limited to the estimated potential for recharge across the outcrop area.
- Pumping volumes from the well locations and corresponding pumping estimates.
- Drains will be used to represent spring locations and evaluate outflow from the aquifer.
- We will evaluate the explicit incorporation and simulation of streams within the model. Incorporating the drain cells may be sufficient for the purposes of the model.

TASK 2D – CALIBRATION AND PREDICTIVE EVALUATION

Model calibration and predictive evaluation will involve conducting multiple simulations and adjusting parameters to minimize the difference between simulation results and field observations. In addition, the approach will seek to also minimize predictive uncertainty where it is reasonable and justified by observations to do so. Our approach will involve both manual and automated methods.

- Manual testing will involve performing one simulation at a time and assessing the results. This step will help us identify potential errors in the input files, observation files, computation of results, or other issues that may interfere with automated calibration.
- Automated calibration will involve the application of the PEST++ software to conduct multiple simulations simultaneously to evaluate possible parameter values. Application of this approach will allow us to achieve calibration of the model much faster than through manual calibration alone. In addition, we anticipate applying the approach to create an ensemble of parameters that will aid in informing the uncertainty in the predictions.

The model purpose will guide our approach to calibration and predictive uncertainty evaluation. We will work with County leaders and staff to weight the calibration and predictive uncertainty such that model reliability may be clearly understood with regard to the ability of the formations to provide sufficient groundwater to meet projected needs.

TASK 2E – PREDICTIVE SIMULATIONS

Once the model is calibrated, we will perform three predictive simulations. We will work with County leaders and staff to define the scope of these predictive simulations. Possible simulations may involve potential developments that may use groundwater, potential aquifer storage and recovery projects, or areas of existing groundwater use.

Results for the simulations will illustrate the predicted effect on aquifer conditions based on the simulation parameters and constraints.

TASK 2F – REPORT

We will prepare a draft and final report documenting the data, model construction, model calibration, and predictive simulation results. Model development and reporting will follow the TWDB's Groundwater Availability Model Standards.

Phase 2 Deliverables:

Groundwater Flow Model Files

Volumetric estimates for the availability of water for each subunit of the Trinity Aquifer within Williamson County

Maps of available drawdown for all subunits of the Trinity Aquifer

Groundwater Model Report

PHASE 3 APPROACH
DEVELOPMENT OF GROUNDWATER DASHBOARD AND ANALYTICAL DATABASE MANAGEMENT TOOLS

TASK 3A – DASHBOARD AND ANALYTICAL TOOLS FUNCTIONAL REQUIREMENTS WORKSHOP

Our first step in this phase is designed to ensure that LRE Water and the County are on the same page regarding all aspects of the dashboard and analytical tools. We will hold a half-day workshop (at the County's offices or other location as the County prefers), to discuss overarching goals, and to generate a list of required and desired features and functionality. This will be an all-inclusive "wish list" which we will then also prioritize, to ensure the most important items are completed within this scope.

A key outcome for this workshop will be a Functional Requirements Document which will include a checklist of features and functionality, and we will use this to track our progress as the tools are developed. Lower priority items will be tackled after higher priority items are completed, tested and deployed. LRE Water will check in regularly with the County on progress through the requirements list.

When we are 75% through the budget for this Phase, we will hold a virtual "requirements re-group" meeting to look at what still remains and to confirm priorities for the remainder of the work.

During this workshop we will also discuss at a high level the technology behind these tools and even sketch out some mockups of how tools might look, however a more in-depth discussion of the platform, software, etc. will not be part of this workshop (see Task 3B).

Ideally the half-day workshops included in Tasks 3A and 3B would be scheduled back to back on the same day.

TASK 3B – PLATFORM AND TECHNOLOGY COMPATIBILITY WORKSHOP

The County has indicated that the dashboard and analytical tools should be transitioned to the County as a deliverable.

To ensure this can happen seamlessly, LRE Water will hold a half-day workshop at the County's offices, specifically with the County staff that will be taking on the hosting and management of these work products. At this workshop we will discuss software and platform options, and determine which will work best for both LRE Water's development process and the County's eventual hosting and maintenance.

LRE Water will provide, for consideration at the workshop, the platform and associated technology used for our most recently developed dashboards that are similar to what

we believe the County will need and want. LRE Water's currently managed systems are built using a set of reusable components that can be leveraged to bring Williamson County's system online extremely quickly if the County agrees to use our recommended platform and technology.

Our platform recommendations include:

- Cloud server hosted in the Amazon Web Services EC2 cloud, to serve as a secure data management portal dedicated to the dashboard and analytical tools (https://aws.amazon.com/ec2/).
  - » Note that LRE Water will create an AWS account specifically for this Project which the County can take over ownership of at the end of the Project. LRE Water can continue to support the system at that point with credentials provided by the County.
- PostgreSQL database for capturing data from other systems, processing and manipulating it for use by the dashboard and analytical tools (https://www.postgresql.org/).
- Custom web based dashboard application built with Javascript and React (https://react.dev/); this approach provides complete flexibility for layout and user experience, is very lightweight and fast, and the React libraries provide already-built functionality for interacting with spatial and tabular data.
- Netlify for hosting the web application "front-end" components (https://www.netlify.com/for/web-applications/).
- Heroku for hosting the web application "back-end" components (https://www.heroku.com/home).
- Scripting languages can include PHP, Python and R as appropriate for different functionality.

We can be flexible and have expertise with a variety of different development platforms, software programs and programming languages. A key outcome of this workshop will be a Technology Plan Document for the platform, software, and technology to be used to build the system.

Please note that LRE Water also offers long term hosting and maintenance services, and we can discuss a hybrid approach to this transition, whereby the County takes on all ownership of the systems but LRE Water remains on board to manage and support the system's "back end" processes, software and cloud infrastructure. Working out how this shared responsibility might look would be a key outcome of this workshop, as well as a roadmap for transitioning the tools and training County technical staff when the time comes.

Ideally the half-day workshops included inTasks 3A and 3B would be scheduled back to back on the same day.

TASK 3C– COUNTY DATA INTEGRATION

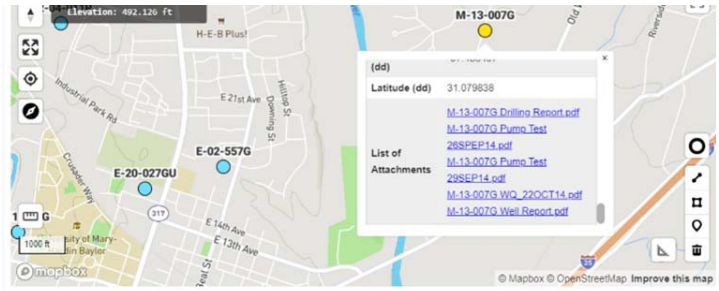
LRE Water will work with the County to either acquire, or link to where possible, County data sources that will be featured in or relied upon within the dashboard and analytical tools. LRE Water has extensive experience connecting to and importing data from a wide variety of systems and formats. These may include GIS data, tabular data managed within a County database, or even spreadsheet data where it is managed and consistent enough to be used as a reliable data source.

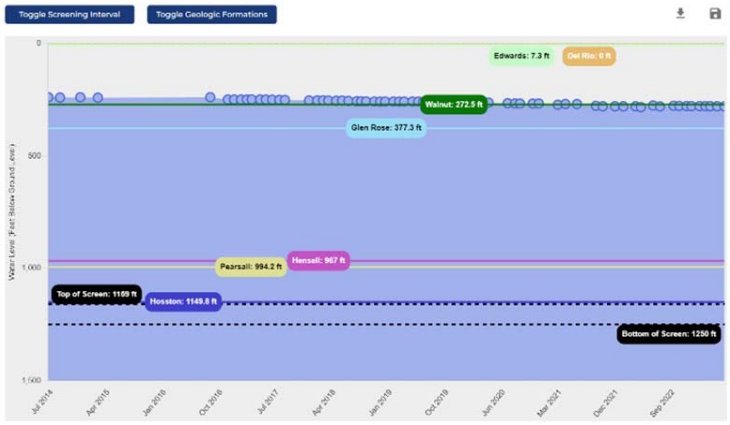
We expect that some portion of identifying data sets to be integrated or imported, and the methodology for handling each, will be discussed and even fleshed out at the Task 3B Technology workshop. However, since the focus of that workshop will be on the platform and software, we believe we will need a separate meeting specifically focused on identifying data sets for this integration task. This meeting can be virtual, and could be split into multiple meetings if needed to allow LRE Water to connect with different individuals within the County responsible for different types of data.

The processes used to acquire, import and/or connect with County datasets will be carefully documented (see Task 3H). Where possible, these processes will be coded and automated as well so they can be easily repeated for updating data. In the case of data that can be pulled into the dashboard system programmatically (GIS layers via a web service for instance, or telemetry data from a SCADA system), we can also automate an update process that will run on its own periodically so that the dashboard and analytical tools have the most current information at all times.

As part of this task LRE Water will produce the list of County data sources determined for inclusion in the tools.

Figure 7 Automated processes pull in new data to this map-driven interactive dashboard display showing groundwater levels over time. The graph has been integrated with the client's database to include well-specific construction and hydrogeological information, screening intervals, and geologic formations.





Well Water Levels Data

Reported Water Levels for Well: Pea Ridge-City of Temple #3 M-13-007G
Aquifer: Lower Trinity
State Well Number: 4061509

Well Depth: 1261 ft **Top of Screen:** 1159 ft **Bottom of Screen:** 1250 ft

TASK 3D – GEODATABASE INTEGRATION

The Geodatabase that will be developed in Phase 1 will also provide valuable information to the dashboard and input datasets for the analytical tools. Because LRE Water will be developing these data, we will be able to easily integrate them into the dashboard and analytical tools. Similar to
the processes outlined for Task 3C, we will make these connections "live" where possible so if the data sets are updated, so is the dashboard or analytical tool that relies upon them. The processes for integrating and importing will be carefully documented (see Task 3H), and if possible automated to make future updates as streamlined as possible.

Please note that other data sources developed as part of this overall Project effort may also be incorporated into the Dashboard. As part of this task, LRE Water will produce the list of County data sources determined for inclusion in the tools.

Interactive dashboard maps can visualize spatial information a variety of ways and be programmed to update when the underlying data changes so the information is always current (Figure 8).

TASK 3E – TDLR, TWDB, AND OTHER PUBLIC DATA ACQUISITION AND INTEGRATION

Other data sources available publicly will be pulled into the dashboard system as well, and leveraged for the analytical tools where needed. Many of these sources can be integrated using web services and automated scripts that call data down from the public repositories nightly.
Where this is not a viable option, LRE Water will acquire the data manually. In both cases, the processes for acquiring, importing and processing the data for display or use by
the dashboard system and analytical tools will be carefully documented (see Task 3H), and automated where possible.

Identification of the publicly available data to be incorporated into the dashboard will begin at the Task 3A Requirements workshop, but may continue into the
early portion of this task. As public data sources are often easily accessible, even sources of data identified later may be incorporated if they are not too time consuming. LRE Water will work with the County on a case by case basis to determine if public data sources identified after the Requirements workshop can be added to the list and incorporated as part of this phase (Figure 9).

Figure 8 Interactive dashboard maps can visualize spatial information a variety of ways and be programmed to update when the underlying data changes so the information is always current.

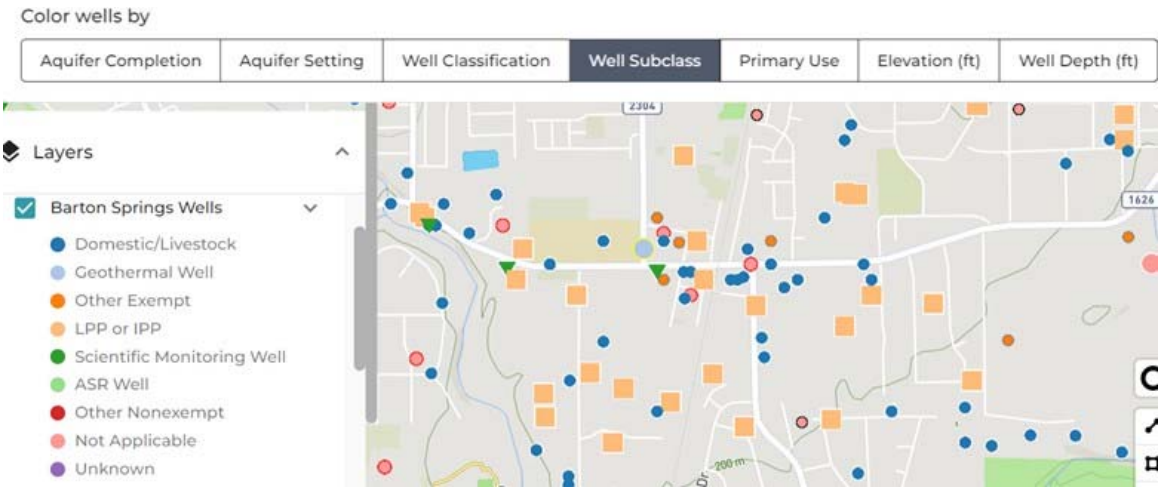
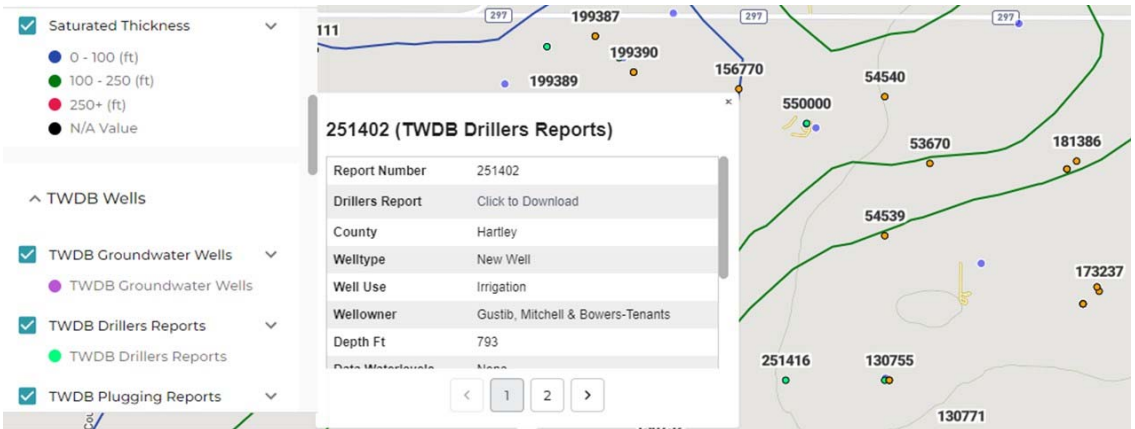


Figure 9 TWDB data provides web services for their well points data which can be automatically called to keep a dashboard display current with the most recently published TWDB data.



TASK 3F – INTERACTIVE MAP DEPLOYMENT, TESTING AND FEEDBACK (ALPHA, BETA, FINAL)

LRE Water employs an "Agile" development methodology when creating our dashboards and tools. This means that we intentionally iterate through the process of building, deploying, and testing multiple times throughout a project. In doing so we provide opportunities for review and feedback, early and often.

Initially LRE Water will deploy an "Alpha" version of the dashboard which will be primarily an interactive map and the associated functionality that goes with that map
product. This release would happen before any analytical tools have been developed, and some of the underlying data may still be incomplete or even missing, but it will provide an early opportunity for the County to weigh in on "look and feel" and get a sense for how the system will work, in general (Figure 10).

Feedback from the Alpha deployment will be incorporated into the system, and additional priority functionality will be added before an "early-Beta" deployment will be released. This Beta version of the tool will actually be an evolving product as we continue to build out functionality and release it as it becomes complete. The Beta version will be updated frequently and available for review and feedback on a continual basis.

When all functionality determined to be within the scope of this Project is deployed, LRE Water will lead a formal demo of the tools with the County and provide a Beta Review Period for additional feedback and revision. Once this is complete and feedback has been incorporated into the system, it will be considered the Final version.

TASK 3G – ANALYTICAL TOOLS DEPLOYMENT, TESTING AND FEEDBACK (ALPHA, BETA, FINAL)

In the same vein as Task 3F, LRE Water will develop the analytical tools by iterating through development stages, providing early versions of the tools for review. Especially with the analytical tools, we want to ensure that they
not only work as expected but that they are intuitive to use. Early feedback from the County will help make this happen. The Alpha versions of these tools may be more like "interactive mockups" where the data may not yet be connected or the calculations may not be complete. As these aspects are completed they will be deployed to an early-Beta version, which like the dashboard will evolve as development progresses and more finalized working versions are deployed (Figures 11, 12, and 13).

Feedback from the Alpha and Beta deployments will be incorporated into the tools as development continues, and when the analytical tools are complete, LRE Water will lead a formal demo of the tools with the County and provide
an additional Review Period for additional feedback and revision. Once this is complete and feedback has been incorporated into the system, the analytical tools will be considered Final.



Figure 10 This system for North Plains GCD (available at https://northplainsgcd.lre-up.com/map) was deployed in stages, providing the client with early access to visualization and query tools which they were able to start using even when the system was still in its infancy. By using the early version of the system, NPGCD was able to provide constructive feedback and help guide updates ensuring a final product that fullly met their needs and expectations.

Figure 11 Example of an Analytical Tool which provides an estimate of drawdown impacts on nearby wells based on a hypothetical proposed well.

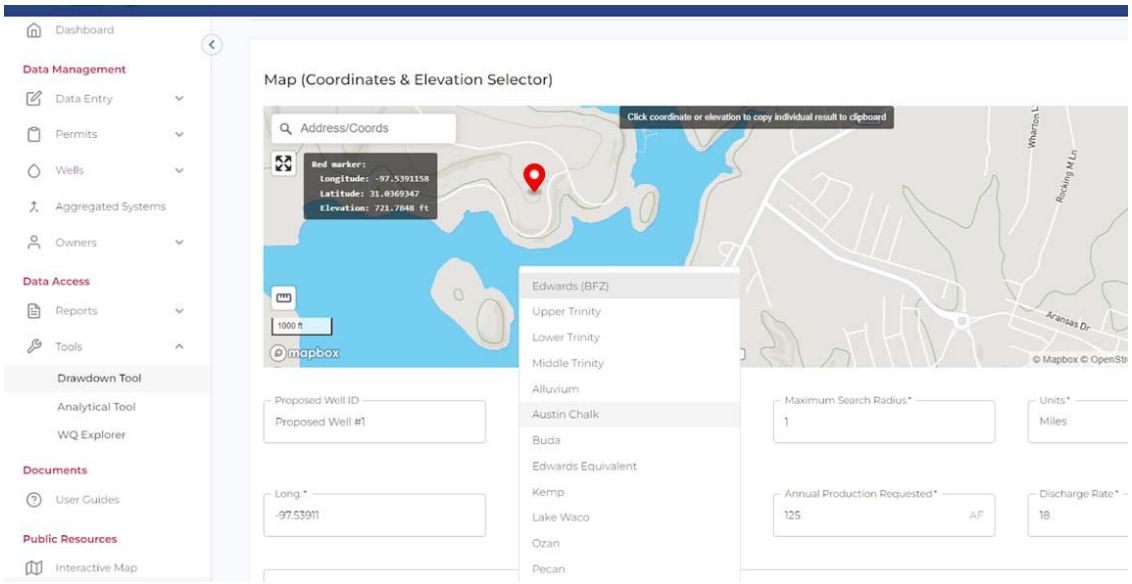


Figure 12 Example of an Analytical Tool which provides estimates of geologic formation depths at any point within the District, based on 3D hydrogeologic model data.

VIRTUAL BORE

Created: June 11th 2023, 9:09pm

Latitude: 31.036930
Longitude: -97.539120

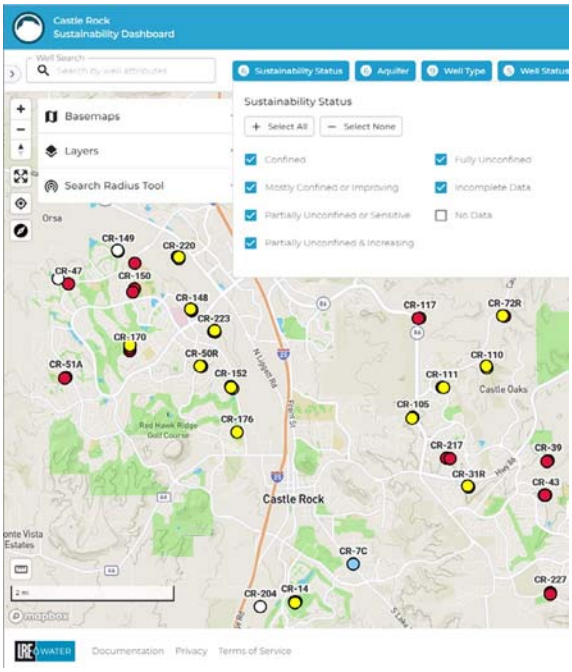
Approximate Ground Surface Elevation: 665.56

Top Elev. (ft)	Bottom Elev. (ft)	Depth to Formation (ft)*	Formation Thickness (ft)*	Formation (Geologic Unit)
665.6	627.5	0	38.1	Edwards & Commanche Peak Limestone
627.5	462.2	38.1	165.3	Walnut
462.2	-77.4	203.3	539.6	Glen Rose
-77.4	-115.3	743	38	Hensell & Cow Creek Limestone
-115.3	-238.1	780.9	122.8	Pearsall & Hammett Shale
-238.1	-327.6	903.7	89.5	Hosston

*Depths / Thicknesses are not to scale

Disclaimer: This product is for informational purposes only and has not been prepared for or suitable for legal, engineering, or other purposes. All representations in this virtual bore represent only the approximate relative depths and thicknesses based on geological interpretation and extrapolation of available well data. Additional data may modify one or more of these formation surfaces. The Clearwater Underground Water Conservation District expressly disclaims any and all liability in connection herewith.

Figure 13 This interactive map-driven dashboard rolls up data pulled from a groundwater level monitoring SCADA system to calculate a "Sustainability Status" based on a regression over time on the relationship between the groundwater levels and the top of the aquifer. Map points change color dynamically as new data come into the system potentially changing the status of a well.



TASK 3H – TECHNICAL DOCUMENTATION

As mentioned in the previous Task 3 descriptions, processes and methods for incorporating data, updating data, and managing automation will be carefully documented. This task is dedicated to bringing that documentation together into a comprehensive technical reference guide that will be used
to maintain the system and keep it current over time. The intended audience for this documentation will be technical staff, either within the County or LRE Water depending on how the ongoing support responsibilities are eventually assigned. This document will be completed before system training so it can be used as training material as well and will include:

- Complete system documentation including access credentials for administrators for all aspects of the system
- "Universe Diagram" illustrating how the system works overall and from where the data is obtained
- Complete list of data sources and how to re-acquire the data manually
- Methods for acquiring data sources programmatically, where available
- Documentation of scripts created for calling data programmatically
- Documentation of scripts, functions and scheduled tasks created to update the system automatically

TASK 3I – USER TRAINING WORKSHOP

LRE Water will provide user training for the system. Our goal will be to develop a system that is intuitive to use and requires little guidance, however we do anticipate that the
analytical tools in particular, but possibly some aspects of the dashboard tools as well, would benefit from some "power user" instruction. The system will also be built with on-screen tips that should assist users in navigating through the tools independently.

We recommend that this training be virtual, to allow as many people as possible to attend, and also to allow for everyone to be on their own computer during the training so they can follow along with examples and have hands-on experience using the system during the workshop. This workshop can be limited to 2 hours.

TASK 3J – SYSTEM TRANSFER WORKSHOP

We anticipate that transferring the system to the County will be best done with an LRE Water staff person on-site at the County, working directly with the County staff that will be responsible for managing the system. We propose planning on a full day with the morning focused on working through the technical documentation and the afternoon focused on hands-on training and testing. Because we anticipate this system will be hosted in a cloud environment, there will not be actual migration of code or data. The transfer workshop will be focused on getting County staff comfortable with accessing all aspects of the system's "under the hood" components, and familiar with how to troubleshoot, monitor, and update the system's back end.

TASK 3K – ONGOING SUPPORT

LRE Water provides long term hosting, maintenance and support for all our systems. We are also happy to provide training and oversight to your own staff so that you can take on the maintenance yourselves, but rely on LRE Water staff when there are questions or significant updates needed.

LRE Water maintains several dozen systems like the one we hope to build for the County, for existing clients and we have staff dedicated to monitoring these systems and keeping them up to date with critical software patches and in compliance with new browser releases. There may be certain aspects of the system that are more effectively managed and maintained by County staff, and other aspects that are better suited to remain under LRE Water's watchful eye. We can be flexible on how this works and recommend that as part of the Task 3J System Transfer Workshop

we work out the details of long term maintenance and who will be responsible for what.

We anticipate this system will be hosted in a cloud environment, and we will set this environment up so that full ownership can be transitioned to the County. LRE Water develops all of its systems to be fully non-proprietary, leveraging Open Source software to also keep the system as low-cost to maintain as possible. Typical "bare bones" (meaning not including labor) annual hosting fees for our systems run between $500 - $1,200 per year as a result.
Depending on the complexity of the system and how "hands on" the County wishes us to be long term, we can provide additional hosting costs to cover LRE Water staff time for system monitoring, backups, updates, and other items as requested.

We also look forward to providing you with long term support for the system, including on-call help for any aspect of using the system. Our support contracts are also very flexible and customizable, and essentially based on the number of hours you anticipate needing LRE Water Support times a "blended" billing rate for our technology team.
When you do call, we will have a single point of contact for you to reach out to, but will also have a team of individuals ready to help. We can provide support directly to users of your system, outside your organization as requested.

Phase 3 Deliverables:

- Functional Requirements Document
- Technology Plan Document
- Data Sources List (will be incorporated into Technical Documentation as well)
  - » County Data Sources
  - » Phase 1 and 2 Data Sources
  - » Public Data Sources
- Alpha, Beta and Final versions of the Dashboard and Analytical Tools
- Technical Documentation

Project Management Deliverables (to be provided throughout the life of the Project):

- Detailed monthly progress reports to the Project Manager
  - » Project schedule with relative progress of each subtask.
  - » Project invoices with detailed description of services provided.
  - » A brief discussion on any pertinent observations, or issues.
- Monthly Commissioner's Court Attendance (upon request)
- Meetings with the County project manager, County staff and/or County Commissioner's (upon request)

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Professional Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LRE Water, LLC (the "Firm").

Part1. The Firm will provide the following Professional Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Professional Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

FIRM:	COUNTY:
LRE Water, LLC	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Firm

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE
LRE WATER, LLC - STAFF CLASSIFICATION & HOURLY RATES
Effective 11/09/2023 through 12/31/2024
Williamson County Project – 23RFSQ79

NOTE: Firm's staff listed below are those most likely to work on the Project. Firm may utilize other staff (as needed), possibly including staff not hired as of the date of execution of the Contract. In the event staff and rates are not provided below, the parties must amend the Contract to include such staff and rates prior to Firm submitting any invoices and requests for payments for time incurred by staff or at rates not included.

Primary LRE Water Staff – TX Operations	
Classification	**Rate ($/hr)**
Project Manager	$225
Senior Project Geologist	$200
Staff Geologist III	$185
Staff Geologist I	$143
Project Geologist	$176
Senior Project Geologist	$220
Staff Geologist I	$143
Staff Geologist I	$137
Staff Geologist II	$153
Project Support Staff – TX Operations	
Classification	**Rate ($/hr)**
Project Geologist	$169
Staff Geologist I	$135
Technology Specialist II	$141
Data Scientist II	$169
Project Developer	$183
Project Engineer	$185
Project Manager	$220
Technical Advisor	$205
Project Geologist	$220
Project Engineer	$215
Staff Geologist II	$142

Subcontractor/Subconsultant Staff Rates

Firm/Affiliation	Classification	Rate ($/hr)
RW Harden & Assoc.	Senior Geologist	$250
RW Harden & Assoc	Senior Geologist	$250
RW Harden & Assoc	Geologist	$150
RW Harden & Assoc	Senior Geologist	$250
Baylor University	Technical Advisor	$250
UT BEG	Technical Advisor	$250
UT BEG	Technical Advisor	$250
UT BEG	Technical Advisor	$250
UT BEG	Technical Advisor	$250

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.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e., reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

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

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e., vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e., Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e., no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e., seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

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

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

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

EVALUATION - Groundwater Services
23RFSQ79
DATE: 08/21/2023 1:30PM

4 Firms

Evaluation Criteria	Maximum Score Points	BarKoaH Quality Solutions	Collier Consulting	LRE Water LLC	Texas A&M AgriLife Extension Agency
Experience	30	0	20	25	20
References	15	5	15	15	15
Ability, Capacity, Skill and Organization	30	5	20	25	20
Character, Integrity, Reputation and Judgement	25	25	25	25	25
TOTAL	100	35	80	90	80

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1104400

Date Filed:
12/14/2023

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
LRE Water LLC
Round Rock, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Williamson County

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
RFQ#23RFSQ79
Groundwater Services Relating to the Trinity Aquifer within Williamson County East of I-35

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 **UNSWORN DECLARATION**

My name is Jordan Furnans, and my date of birth is _____.

My address is _____, Round Rock, TX, 78665, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 14th day of December, 2023.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1104400

Date Filed:
12/14/2023

Date Acknowledged:
12/14/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LRE Water LLC
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFQ#23RFSQ79
Groundwater Services Relating to the Trinity Aquifer within Williamson County East of I-35

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **65.**

Meeting Date: 12/19/2023

Utility Coordination Corridor & Road Bond CFA Contract Amendment No. 7

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 7 to the Utility Coordination/Relocation Services contract between Williamson County and Cobb, Fendley & Associates, Inc. relating to the Corridor and Road Bond Program. Project: On-Call Fund Source: Corridor & Road Bonds

Background

The Williamson County Road Bond and Corridor Program Contract for On-Call Utility Coordination and Relocation Services contains Insurance requirements under Article 25. Additional language is proposed to allow for the consideration of reduced insurance coverage limit requirements for Engineer's subcontractors/subconsultants, with a written request for approval. This additional language shall not relieve or decrease the liability of the Prime Engineer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

UC-OnCall-CFA-PSAAmendment07

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 09:59 AM
Form Started By: Marie Walters		Started On: 12/13/2023 02:22 PM
Final Approval Date: 12/14/2023		

CONTRACT AMENDMENT NO. 7
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY PROJECTS:
Utility Coordination for the Corridor and Road Bond Programs ("Project")

THIS CONTRACT AMENDMENT NO. 7 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 Cobb, Fendley & Associates, 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 16, 2019 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

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. Article 25, Section H of the Contract is hereby amended as follows and the existing clauses found under said Article 25, Section H shall be supplanted by the following:

> Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

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

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: Sandra G Khoury Signature	By: _____ Signature
Sandra G. Khoury, P.E. Printed Name	_____ Printed Name
Executive Vice President Title	_____ Title
12/13/2023 Date	_____ Date

APPROVED
By Christen Eschberger at 12:41 pm, Dec 13, 2023

Commissioners Court - Regular Session **66.**

Meeting Date: 12/19/2023

22IFB57 CR 401 Reconstruction Change Order #6 (TCP Qty Adjustments)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of $399,968.56 for Project 22IFB57 CR 401 Reconstruction (James Construction) P: 390 Funding Source: Road Bond.

Background

This Change Order includes items needed for the road tie-in at the UPRR crossing due to unforeseen field conditions. These changes resulted in adjusted bid quantities and installation of additional signage to improve the safety of the traveling public at the railroad crossing. This Change Order also compensates the contractor for repairing two (2) separate crash cushion attenuators, as well as additional traffic control needed for the repair work. Lastly, this Change Order compensates the contractor for removing a power pole that conflicted with the proposed roadway. Multiple items will be added by this Change Order. Please see attached Change Order.

This Change Order results in an increase of $399,968.56 to the Contract amount, for an adjusted Contract total of $13,904,063.34. The original Contract amount was $12,673,200.94. As a result of this and all Change Orders to-date, $1,230,862.40 has been added to the Contract, resulting in an 9.71% net increase to the overall Contract cost.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB57-CR401-CO#6

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 09:57 AM
Form Started By: Julissa Vasquez		Started On: 12/13/2023 08:01 AM
Final Approval Date: 12/14/2023		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 6

1. CONTRACTOR: James Construction Group, LLC

2. Change Order Work Limits: Sta. 139+10.75 to Sta. 205+27.24

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 2E, 2I (3 Max. - In order of importance - Primary first)

Project:	*22IFB57*
Roadway:	*CR 401 Reconstruction*
CSJ Number:	*N/A*

5. Describe the work being revised:

2E. Miscellaneous difference in site conditions (unforeseeable). Due to changing conditions in the field, certain items required quantity adjustments. **2I. Additional safety needs (unforeseeable).** Additional small signs were added for safety concerns near the railroad crossing. This Change Order also adds items for crash cushion repairs needed due to the damage that occured during construction.

6. Work to be performed in accordance with Items: See attached

7. New or revised plan sheet(s) are attached and numbered: 10,12,16-17A,20,41,50,50A,50B,51,60,60A-60D, 63,64,68,69,161,166,242,342,343,355A-355G

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses, additional changes for time, overhead and profit, or loss of compensation as a result of this change.

THE CONTRACTOR Date 12-8-23

By

Typed/Printed Name Joey Williams

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO:

Amount added by this change order: $399,968.56

RECOMMENDED FOR EXECUTION:

Project Manager 12/11/23 Date

N/A
Design Engineer Date

Christen Eschberger
Program Manager 12/13/23 Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6 ***Project # 22IFB57***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
110-6001	EXCAVATION (ROADWAY)	CY	$15.00	46,796.00	$701,940.00	6,127.00	52,923.00	$793,845.00	$91,905.00
132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	$15.00	21,578.00	$323,670.00	749.00	22,327.00	$334,905.00	$11,235.00
161-WC001	EROSION CONTROL COMPOST (3")	SY	$2.50	9,665.00	$24,162.50	(9,665.00)	0.00	$0.00	($24,162.50)
162-WC103	MULCH TODRESSING (5")	SY	$4.50	9,665.00	$43,492.50	(9,665.00)	0.00	$0.00	($43,492.50)
310-6001	PRIME COAT (MULTI OPTION)	GAL	$4.30	11,024.00	$47,403.20	(5,374.00)	5,650.00	$24,295.00	($23,108.20)
316-6193	AGGR(TY-D GR-5 SAC-B)	CY	$116.35	343.00	$39,908.05	69.46	412.46	$47,989.72	$8,081.67
432-6002	RIPRAP (CONC)(5 IN)	CY	$454.16	15.00	$6,812.40	53.90	68.90	$31,291.62	$24,479.22
464-6017	RC PIPE (CL IV) (18 IN)	LF	$120.00	1,052.00	$126,240.00	16.00	1,068.00	$128,160.00	$1,920.00
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	$20.00	624.00	$12,480.00	(351.00)	273.00	$5,460.00	($7,020.00)
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	$14.00	624.00	$8,736.00	(351.00)	273.00	$3,822.00	($4,914.00)
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$3.75	712.00	$2,670.00	5,515.00	6,227.00	$23,351.25	$20,681.25
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$0.75	712.00	$534.00	5,515.00	6,227.00	$4,670.25	$4,136.25
506-6040	BIODEG EROSN CONT LOGS (INSTL) (8")	LF	$3.75	208.00	$780.00	(208.00)	0.00	$0.00	($780.00)
506-6043	BIODEG EROSN CONT LOGS (INSTL) (REMOVE)	LF	$0.75	208.00	$156.00	(208.00)	0.00	$0.00	($156.00)
508-6001	CONSTRUCTING DETOURS	SY	$75.00	1,871.00	$140,325.00	1,072.00	2,943.00	$220,725.00	$80,400.00
512-6025	PORT CTB (MOVE) (SGL SLP) (TY1)	LF	$11.23	570.00	$6,401.10	30.00	600.00	$6,738.00	$336.90
530-6004	DRIVEWAYS (CONC)	SY	$52.30	945.00	$49,423.50	27.11	972.11	$50,841.35	$1,417.85
545-6003	CRASH CUSH ATTEN (MOVE & RESET)	EA	$3,000.00	1.00	$3,000.00	4.00	5.00	$15,000.00	$12,000.00
545-6019	CRASH CUSH ATTEN (INSTL)(S)(N)(TL3)	EA	$10,775.00	3.00	$32,325.00	2.00	5.00	$53,875.00	$21,550.00
618-6023	CONDT (PVC) (SCH 40) (2")	LF	$17.63	226.00	$3,984.38	46.00	272.00	$4,795.36	$810.98
618-6029	CONDT (PVC) (SCH 40) (3")	LF	$19.70	217.00	$4,274.90	278.00	495.00	$9,751.50	$5,476.60
TOTALS					$1,578,718.53			$1,759,516.05	$180,797.52

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *6* ***Project #*** *22IFB57*

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
618-6054	CONDT (PVC) (SCH 80) (3") (BORE)	LF	$46.66	285.00	$13,298.10	405.00	690.00	$32,195.40	$18,897.30
620-6007	ELEC CONDR (NO.8) BARE	LF	$2.07	760.00	$1,573.20	760.00	1,520.00	$3,146.40	$1,573.20
620-6008	ELEC CONDR (NO.8) INSULATED	LF	$2.59	1,712.00	$4,434.08	1,712.00	3,424.00	$8,868.16	$4,434.08
624-6002	GROUND BOX TY A (122311)(W/APRON)	EA	$1,244.30	3.00	$3,732.90	(3.00)	0.00	$0.00	($3,732.90)
620-6010	ELEC CONDR (NO.6) INSULATED	LF	$3.11	252.00	$783.72	252.00	504.00	$1,567.44	$783.72
624-6008	GROUND BOX TY C (162911)W/APRON	EA	$1,762.76	1.00	$1,762.76	3.00	4.00	$7,051.04	$5,288.28
644-6060	IN SM RD SN SUP&AM TY TWT (1) WS (P)	EA	$375.00	18.00	$6,750.00	3.00	21.00	$7,875.00	$1,125.00
662-6063	WK ZN PAV MRK REMOV (W) 4" (SLD)	LF	$0.54	23,954.00	$12,935.16	1,994.00	25,948.00	$14,011.92	$1,076.76
662-6075	WK ZN PAV MRK REMOV (W) 24" (SLD)	LF	$7.00	223.00	$1,561.00	76.00	299.00	$2,093.00	$532.00
662-6086	WK ZN PAV MRK REMOV (W) (RR XING)	EA	$595.00	5.00	$2,975.00	2.00	7.00	$4,165.00	$1,190.00
662-6095	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	$0.54	23,782.00	$12,842.28	1,892.00	25,674.00	$13,863.96	$1,021.68
666-6078	REFL PAV MRK TY 1 (W)(WORD)(100MIL)	EA	$157.00	7.00	$1,099.00	2.00	9.00	$1,413.00	$314.00
666-6224	PAVEMENT SEALER 4"	LF	$0.24	6,448.00	$1,547.52	19,816.00	26,264.00	$6,303.36	$4,755.84
666-6226	PAVEMENT SEALER 8"	LF	$0.55	1,610.00	$885.50	202.00	1,812.00	$996.60	$111.10
666-6230	PAVEMENT SEALER 24"	LF	$3.63	86.00	$312.18	157.00	243.00	$882.09	$569.91
666-6231	PAVEMENT SEALER (ARROW)	EA	$52.00	2.00	$104.00	11.00	13.00	$676.00	$572.00
666-6232	PAVEMENT SEALER (WORD)	EA	$52.00	2.00	$104.00	7.00	9.00	$468.00	$364.00
672-6009	REFL PAV MRKR TY II-A-A	EA	$4.85	222.00	$1,076.70	71.00	293.00	$1,421.05	$344.35
678-6008	PAV SURF PREP FOR MRK (24")	LF	$1.22	86.00	$104.92	157.00	243.00	$296.46	$191.54
678-6009	PAV SURF PREP FOR MRK (ARROW)	EA	$18.00	3.00	$54.00	10.00	13.00	$234.00	$180.00
678-6016	PAV SURF PREP FOR MRK (WORD)	EA	$18.00	4.00	$72.00	5.00	9.00	$162.00	$90.00
684-6031	TRF SIG CBL (TY A) (14-AWG) (5 CONDR)	LF	$2.59	1,103.00	$2,856.77	1,103.00	2,206.00	$5,713.54	$2,856.77
684-6033	TRF SIG CBL (TY A) (14-AWG) (7 CONDR)	LF	$3.11	890.00	$2,767.90	890.00	1,780.00	$5,535.80	$2,767.90
999-WC02	SUBCONTRACTOR MARK-UP (5%)	DOL	$1.00	1,988.56	$1,988.56	(1,988.56)	0.00	$0.00	($1,988.56)
3076-6050	D-GR HMA TY-D DAC-B PG76-22	TON	$170.00	210.00	$35,700.00	62.24	272.24	$46,280.80	$10,580.80
169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	$2.89	0.00	$0.00	39,000.00	39,000.00	$112,710.00	$112,710.00
500-WC01	MOB AND RENTAL OF ADDTL SIGNAGE	LS	$1,880.00	0.00	$0.00	1.00	1.00	$1,880.00	$1,880.00
500-WC02	TEXOP MOB'	EA	$2,000.00	0.00	$0.00	2.00	2.00	$4,000.00	$4,000.00
500-WC03	TEXAS MATERIALS MOB'	EA	$4,500.00	0.00	$0.00	2.00	2.00	$9,000.00	$9,000.00
545-WC01	CRASH CUSH REPAIR	LS	$22,451.48	0.00	$0.00	1.00	1.00	$22,451.48	$22,451.48
999-WC05	SUBCONTRACTOR MARK-UP (5%)	DOL	$1.00	0.00	$0.00	2,497.85	2,497.85	$2,497.85	$2,497.85
999-WC06	GUARDRAIL RADIUS ADJUSTMENT	LS	$9,269.51	0.00	$0.00	1.00	1.00	$9,269.51	$9,269.51
999-WC07	LAW ENFORCEMENT - TRAFFIC CONTROL	LS	$2,898.00	0.00	$0.00	1.00	1.00	$2,898.00	$2,898.00
999-WC08	TELEPHONE POLE REMOVAL	LS	$565.43	0.00	$0.00	1.00	1.00	$565.43	$565.43
The "Totals" from Table B of the previous work sheet:					$1,578,718.53			$1,759,516.05	$180,797.52
TOTALS					$1,690,039.78			$2,090,008.34	$399,968.56

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

CR 401 Reconstruction
Williamson County Project No. 22IFB57

Change Order No. 6
Reason for Change

This Change Order adjusts existing bid quantities due to unforeseen field conditions. When the UPRR installation of the new crossing was not complete, the roadway tie-in was revised to utilize the existing crossing so that the roadway could be opened safely. Additional signage was added to the Contract as a safety precaution around the railroad crossing. This Change Order also compensates the contractor for repairing two (2) separate crash cushion attenuators, as well as the additional traffic control for the repair work. Lastly, this Change Order compensates the contractor for removing a power pole that conflicted with the proposed roadway.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QUANTITY	UNIT
169-6001	SOIL RETENTION BLANKETS (CL 1) (TYA)	39,000	SY
500-WC01	MOB AND RENTAL OF ADDTL SIGNAGE	1	LS
500-WC02	TEXOP MOB'	2	EA
500-WC03	TEXAS MATERIALS MOB'	2	EA
545-WC01	CRASH CUSHION REPAIR	1	LS
999-WC05	SUBCONTRACTOR MARK-UP 5%	2,497.85	DOL
999-WC06	GUARDRAIL RADIUS ADJUSTMENT	1	LS
999-WC07	LAW ENFORCEMENT – TRAFFIC CONTROL	1	LS
999-WC08	TELEPHONE POLE REMOVAL	1	LS

This Change Order results in an increase of $399,968.56 to the Contract amount, for an adjusted Contract total of $13,904,063.34. The original Contract amount was $12,673,200.94. As a result of this and all Change Orders to-date, $1,230,862.40 has been added to the Contract, resulting in an 9.71% net increase to the overall Contract cost.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Commissioners Court - Regular Session **67.**

Meeting Date: 12/19/2023

Hero Way Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Roger Beasley Mazda, Inc., a Texas Corporation to acquire 3.688 acres as needed for right of way on the Hero Way project (Parcel 301). Funding Source: Road Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 09:20 AM
Form Started By: Charlie Crossfield		Started On: 12/13/2023 05:00 PM
Final Approval Date: 12/14/2023		

Parcel 301

REAL ESTATE CONTRACT
Hero Way Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **ROGER BEASLEY MAZDA, INC., a Texas corporation** (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:

> Fee simple title in and to a 3.688 acre tract of land, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; being all of the "Gross Tract" comprising 5.871 acres, and **SAVE AND EXCEPT** all of the "Save and Except Tract" comprising 2.183 acres, more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein **(Parcel 301)**;

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 as Tract One 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, any improvement situated upon the Property, and any damages to or cost of cure for the remaining property of Seller shall be the sum of TWO MILLION EIGHTY-ONE THOUSAND ONE HUNDRED FIVE and 00/100 Dollars ($2,081,105.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

Special Provisions

2.03. Utility Joint Use Agreement Areas. As a condition of the Closing of this transaction, Seller and Purchaser shall execute and deliver a Utility Joint Use Agreement (the "UJUA") document to allow Seller and any subsequent owner(s) of all or any part of the Seller's remaining property identified as R461858 to use certain portions of the Property identified as "25' U.J.U.A.A." on the sketch of the Property contained within Exhibit "A", for surface and/or subsurface stormwater drainage (the "Joint Use Property"). Purchaser shall have no responsibility or requirement to maintain any of the stormwater drainage facilities allowed by or constructed within this Joint Use Property. The UJUA shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein, shall be executed by the parties and recorded simultaneously with the Deed for the Property as described herein.

Purchaser, its successors or assigns may at any time and at its sole expense modify or remove the portion of the stormwater drainage facilities within the Joint Use Property as necessary to accommodate any required public roadway facility and related appurtenances to be constructed on the Property, (i) subject to and in accordance with the provisions of the UJUA (including notices and plans), and (ii) so long as any existing stormwater conveyance or detention outfall flows are permitted to flow across the Property and Hero Way and/or 183A Toll Road right-of-way or as otherwise directed by Seller and permitted or approved by any applicable agency or entity having stormwater regulatory authority for the Property and the Seller's remaining property. Such modification shall confirm that Seller may continue all previously existing flows and shall automatically amend the UJUA upon completion of such reconstruction, and Seller, its successors or assigns shall, upon request from Purchaser, its successors or assigns, execute an amendment in recordable form for delivery to Purchaser.

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

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

4.03. Seller acknowledges that it has been informed of the entitlement to receive fair market value payment for the Property, as set out in Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655), and the legal right to an appraisal, and is waiving that appraisal right.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before January 15, 2024, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit A, free and clear of any and all monetary liens, 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 "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.

(4) Deliver an executed UJUA as required by Section 2.03 above.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(1) Pay the cash portion of the Purchase Price.

(2) Deliver an executed UJUA as required by Section 2.03 above.

Prorations

5.04. General real estate taxes for the then current year relating to the fee simple portion of 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, except the Broker's Fee identified in item No. 5 below.

(4) Attorney's fees paid by each respectively as incurred.

(5) BROKERS FEE. McAllister & Associates (the "Broker") has negotiated this purchase and sale, and Seller agrees to pay Broker in Williamson County, Texas, on consummation of this transaction a total cash fee of three percent (3%) of the total Purchase Price at Closing, which the Title Company shall pay from the Seller's sale proceeds. At the time of the execution of this Contract, Broker has advised and hereby advises Purchaser, by this writing, that Purchaser should be furnished with or obtain a policy of title insurance or if an abstract covering the Property is provided in lieu of thereof, Purchaser should have said abstract examined by an attorney of Purchaser's own selection. McAllister & Associates has previously disclosed its agency as required by the TRELA (Texas Real Estate License Act) thereby representing the Seller in the transaction contemplated herein.

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 January 15, 2024 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.

[signature page follows]

SELLER:

ROGER BEASLEY MAZDA, INC.,
a Texas corporation

By: Roger K. Beasley

Name: ROGER K. BEASLEY

Its: PRESIDENT

Date: 12-12-23

Address: 6825 BURNET ROAD

AUSTIN, TEXAS 78757

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

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

EXHIBIT A

County: Williamson
Parcel: 301
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 301

GROSS TRACT:

METES & BOUNDS DESCRIPTION FOR A 5.871 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 13.342 ACRE TRACT OF LAND AS CONVEYED TO ROGER BEASLEY MAZDA, INC. BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2022042091 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 5.871 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with a cap stamped "Doucet" found on the northeast right-of-way line of U.S. Highway 183A (width varies) as dedicated in Document Numbers 2004088731 and 2023037731 of the Official Public Records of Williamson County, Texas, at the west corner of the above described Roger Beasley Tract, and at the south corner of a called 0.087 acre tract of land described as Parcel 300 as dedicated in said Document Number 2023037731 of the Official Public Records of Williamson County, Texas, for the most westerly corner and **POINT OF BEGINNING** of the herein described tract, from which a TXDOT Type II brass right-of-way monument found on the northeast right-of-way line of said U.S. Highway 183A for a point of curvature, bears N 50°27'14" W a distance of 430.20 feet;

THENCE, with the northeast right-of-way line of said U.S. Highway 183A and the northwest line of said Roger Beasley Tract, N 39°25'29" E a distance of 51.10 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,735.52, E: 3,081,041.24) set at the south corner of the remainder of Lot 1, Block B of PAG LEANDER H1, PHASE 1 FINAL PLAT, a subdivision recorded in Document Number 2020085884 of the Official Public Records of Williamson County, Texas, for the beginning of a non-tangent curve to the left and the northwest corner of the herein described tract, 432.43 feet left of FM 2243 baseline station 97+98.91, from which a 1/2-inch iron rod with cap stamped "Doucet" found for an angle point on the northwest line of said Roger Beasley Tract, bears N 39°25'29" E a distance of 839.00 feet;

THENCE, over and across said Roger Beasley Tract, along said curve to the left, an arc distance of 569.23 feet, having a radius of 988.00 feet, a central angle of 33°00'37" and a chord which bears S 89°07'51" E a distance of 561.39 feet to a 1/2-inch iron rod with a cap stamped “WILCO ROW 5777” set for a point of tangency, 223.81 feet left of FM 2243 baseline station 103+20.09;

THENCE, continuing over and across said Roger Beasley Tract, N 74°21'51" E a distance of 301.32 feet to a 1/2-inch iron rod with a cap stamped “WILCO ROW 5777” set on the east line of said Roger Beasley Tract, and on the west 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 northeast corner of the herein described tract, 195.92 feet left of FM 2243 baseline station 106+20.12, from which a 60D nail found at the northeast corner of said Florida Rock Industries Tract, at the northwest corner of said FM 269 Investors Tract, and at the southeast terminus of CR 269 as dedicated by said PAG LEANDER H1, PHASE 1 FINAL PLAT, bears N 21°01’29” W a distance of 651.45 feet;

THENCE, with the east line of said Roger Beasley Tract and the west line of said Florida Rock Industries Tract, S 21°01'29" E a distance of 296.97 feet to a 1/2-inch iron rod with cap stamped “Pape Dawson” found on the north right-of-way line of Hero Way (165 feet wide) as dedicated by Document Numbers 2009071322, 2009017325 and 2009087880, all of the Official Public Records of Williamson County, Texas, at the northeast corner of a called 2.2675 acre tract of land described as Parcel 5B as dedicated in said Document Number 2009071322 of the Official Public Records of Williamson County, Texas, and at the southeast corner of said Roger Beasley Tract, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped “Pape Dawson” found at the northwest corner of a called 0.1252 acre tract of land described as Parcel 11 as dedicated in said Document Number 2009087880 of the Official Public Records of Williamson County, Texas, and at the southwest corner of said Florida Rock Industries Tract, bears S 21°27’24” E a distance of 27.86 feet;

THENCE, with the north right-of-way line of said Hero Way and the south line of said Roger Beasley Tract, S 68°52'28" W a distance of 549.48 feet to a 1/2-inch iron rod with cap stamped “RPLS 3693” found at the most southerly southwest corner of said Roger Beasley Tract, for the most southerly southwest corner of the herein described tract;

THENCE, continuing with the north right-of-way line of said Hero Way and the south line of said Roger Beasley Tract, N 76°44'15" W a distance of 112.38 feet to a 1/2-inch iron rod with cap stamped “RPLS 3693” found on the northeast right-of-way line of said U.S. Highway 183A, at the most westerly southwest corner of said Roger Beasley Tract, for the beginning of a non-tangent curve to the left and the most westerly southwest corner of the herein described tract;

THENCE, with the northeast right-of-way line of said U.S. Highway 183A and the southwest line of said Roger Beasley Tract, along said curve to the left, an arc distance of 386.51 feet, having a radius of 2,884.79 feet, a central angle of 07°40'36" and a chord which bears N 46°40'40" W a distance of 386.22 feet to a 1/2-inch iron rod with an unreadable cap found for an angle point;

THENCE, continuing with the northeast right-of-way line of said U.S. Highway 183A and the southwest line of said Roger Beasley Tract, N 50°27'14" W a distance of 113.57 feet to the **POINT OF BEGINNING** and containing 5.871 acres (255,743 square feet) of land, more or less.

SAVE AND EXCEPT TRACT:

COMMENCING for **POINT OF REFERENCE** at a 1/2-inch iron rod with a cap stamped "Doucet" found on the northeast right-of-way line of U.S. Highway 183A (width varies) as dedicated in Document Numbers 2004088731 and 2023037731 of the Official Public Records of Williamson County, Texas, at the west corner of the above described Roger Beasley Tract, and at the south corner of a called 0.087 acre tract of land described as Parcel 300 as dedicated in said Document Number 2023037731 of the Official Public Records of Williamson County, Texas, from which a TXDOT Type II brass right-of-way monument found on the northeast right-of-way line of said U.S. Highway 183A for a point of curvature, bears N 50°27'14" W a distance of 430.20 feet; Thence, over and across said Roger Beasley Tract, S 59°39'54" E a distance of 183.05 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,603.62, E: 3,081,166.76) set for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 264.35 feet left of FM 2243 baseline station 98+68.99;

THENCE, continuing over and across said Roger Beasley Tract, along a curve to the left, an arc distance of 440.00 feet, having a radius of 1,088.93 feet, a central angle of 23°09'05" and a chord which bears N 85°56'23" E a distance of 437.01 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for a point of tangency, 137.41 feet left of FM 2243 baseline station 102+87.16;

THENCE, continuing over and across said Roger Beasley Tract, N 74°21'51" E a distance of 291.82 feet to 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for the northeast corner of the herein described tract, 110.40 feet left of FM 2243 baseline station 105+77.73, from which a ½-inch iron rod with cap stamped "BGE Inc" set on the east line of said Roger Beasley Tract and the west 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, bears N 05°25'11" E a distance of 95.44 feet;

THENCE, continuing over and across said Roger Beasley Tract, S 00°48'00" W a distance of 12.57 feet to a 1/2-inch iron rod with a cap stamped “WILCO ROW 5777” set for an angle point, 98.73 feet left of FM 2243 baseline station 105+73.07;

THENCE, continuing over and across said Roger Beasley Tract, S 21°01'16" E a distance of 51.19 feet to a 1/2-inch iron rod with a cap stamped “WILCO ROW 5777” set at the beginning of a non-tangent curve to the left, for the most easterly corner of the herein described tract, 47.54 feet left of FM 2243 baseline station 105+73.14, from which a 1/2-inch iron rod with cap stamped “Pape Dawson” found on the north right-of-way line of Hero Way (165 feet wide) as dedicated by Document Numbers 2009071322, 2009017325 and 2009087880, all of the Official Public Records of Williamson County, Texas, and on the west line of said Florida Rock Industries Tract, at the northeast corner of a called 2.2675 acre tract of land described as Parcel 5B as dedicated in said Document Number 2009071322 of the Official Public Records of Williamson County, Texas, and at the southeast corner of said Roger Beasley Tract, bears S 38°33'23" E a distance of 156.08 feet;

THENCE, continuing over and across said Roger Beasley Tract, along said curve to the left, an arc distance of 157.56 feet, having a radius of 1,092.87 feet, a central angle of 08°15'38" and a chord which bears S 43°00'54" W a distance of 157.43 feet to a 1/2-inch iron rod with a cap stamped “WILCO ROW 5777” set for the southeast corner of the herein described tract, 21.57 feet right of FM 2243 baseline station 104+31.69;

THENCE, continuing over and across said Roger Beasley Tract, S 68°51'27" W a distance of 277.92 feet to a 1/2-inch iron rod with a cap stamped “WILCO ROW 5777” set at the beginning of a non-tangent curve to the left, 22.52 feet right of FM 2243 baseline station 101+53.78;

THENCE, continuing over and across said Roger Beasley Tract, along said curve to the left, an arc distance of 156.68 feet, having a radius of 100.00 feet, a central angle of 89°46'08" and a chord which bears N 89°30'05" W a distance of 141.14 feet to a 1/2-inch iron rod with a cap stamped “WILCO ROW 5777” set for an exterior corner of the herein described tract, 29.08 feet left of FM 2243 baseline station 100+22.41;

THENCE, continuing over and across said Roger Beasley Tract, N 87°29'45" W a distance of 53.95 feet to a 1/2-inch iron rod with a cap stamped “WILCO ROW 5777” set at the beginning of a non-tangent curve to the left, for the southwest corner of the herein described tract, 50.55 feet left of FM 2243 baseline station 99+72.92;

THENCE, continuing over and across said Roger Beasley Tract, along said curve to the left, an arc distance of 237.79 feet, having a radius of 2,959.72 feet, a central angle of 04°36'11" and a chord which bears N 46°52'13" W a distance of 237.72 feet to the **POINT OF BEGINNING** and containing 2.183 acres (95,074 square feet) of land, more or less.

The resultant net acreage is 3.688 acres of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

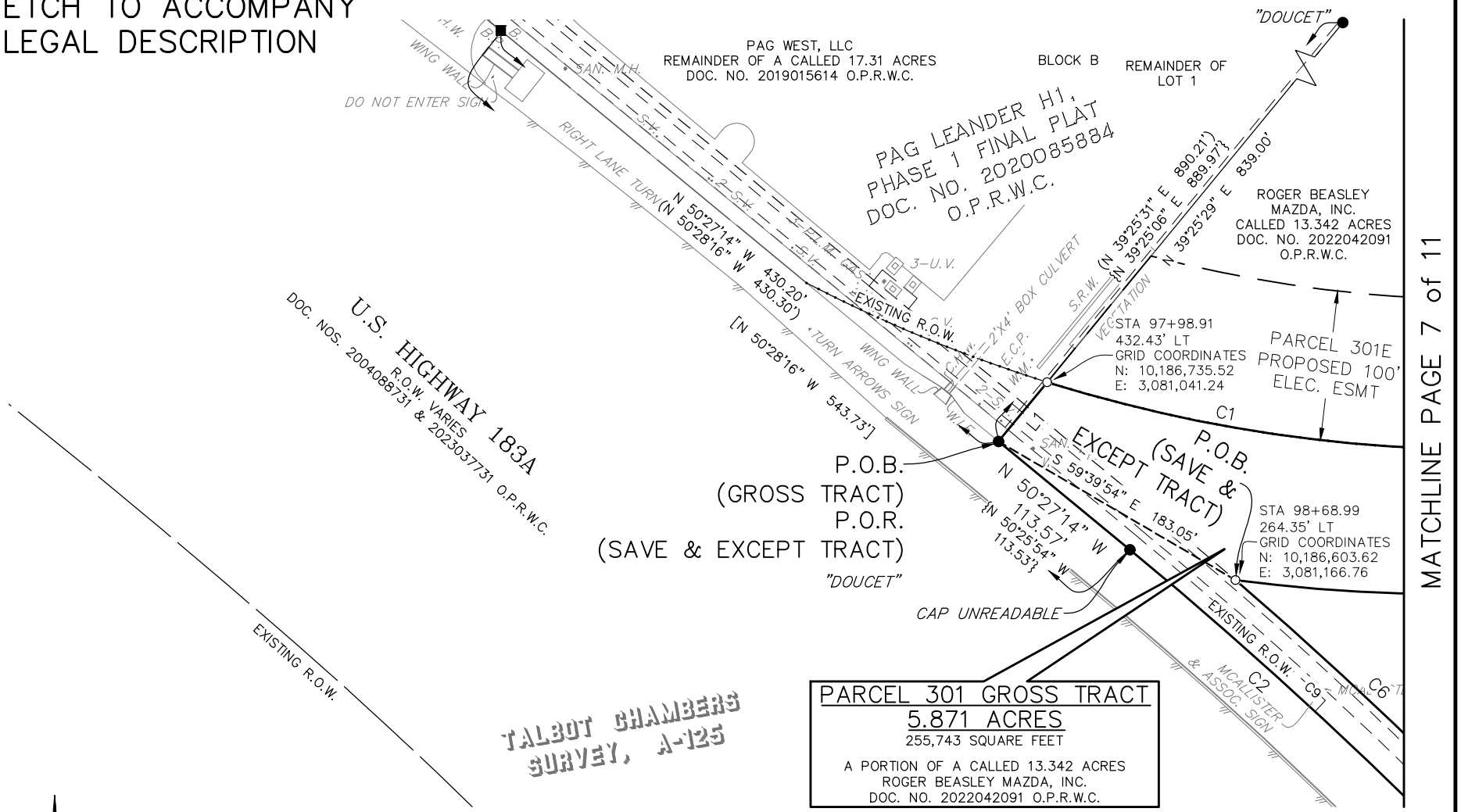
PRELIMINARY
This document shall not be recorded for any purpose.

_____ _____

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 16, 2022
Revised:	November 27, 2023
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



PARCEL 301 GROSS TRACT
5.871 ACRES
255,743 SQUARE FEET

A PORTION OF A CALLED 13.342 ACRES
ROGER BEASLEY MAZDA, INC.
DOC. NO. 2022042091 O.P.R.W.C.

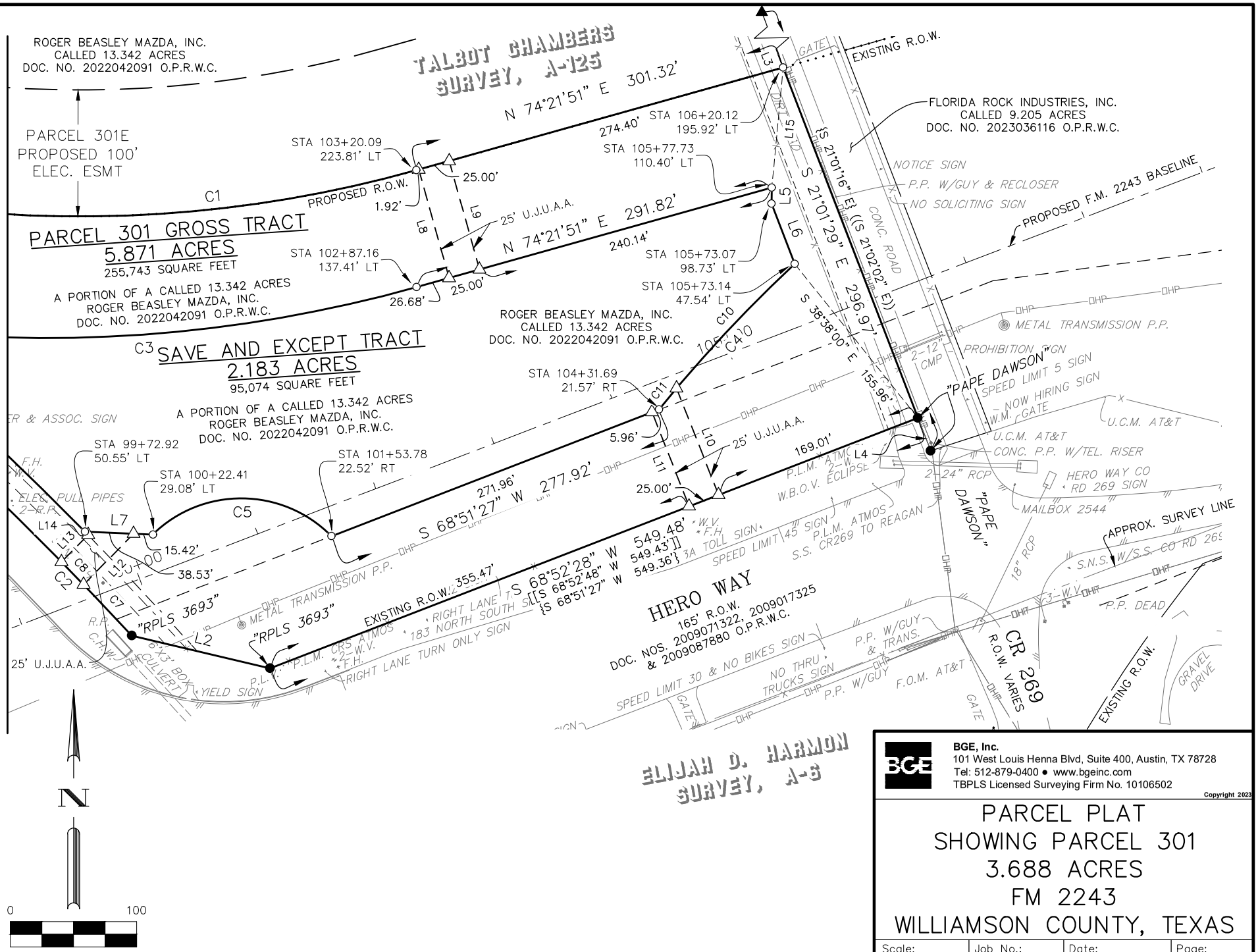
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Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING PARCEL 301 3.688 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/03/2022	6 of 11

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MATCHLINE PAGE 6 of 11

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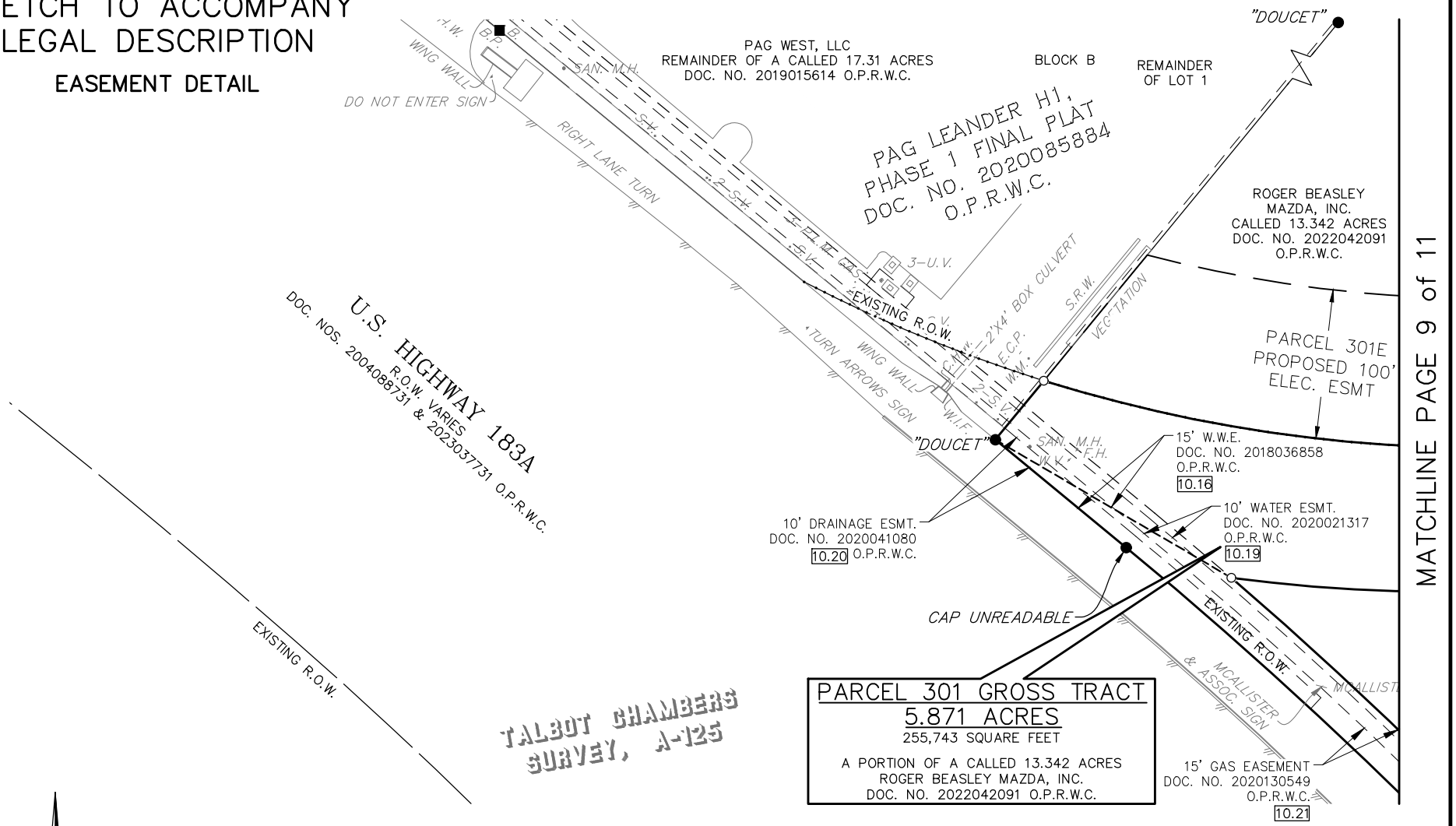
PARCEL PLAT
SHOWING PARCEL 301
3.688 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

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1"=100'	7473-00	06/03/2022	7 of 11

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION

EASEMENT DETAIL



PARCEL 301 GROSS TRACT
5.871 ACRES
255,743 SQUARE FEET

A PORTION OF A CALLED 13.342 ACRES
ROGER BEASLEY MAZDA, INC.
DOC. NO. 2022042091 O.P.R.W.C.

MATCHLINE PAGE 9 of 11

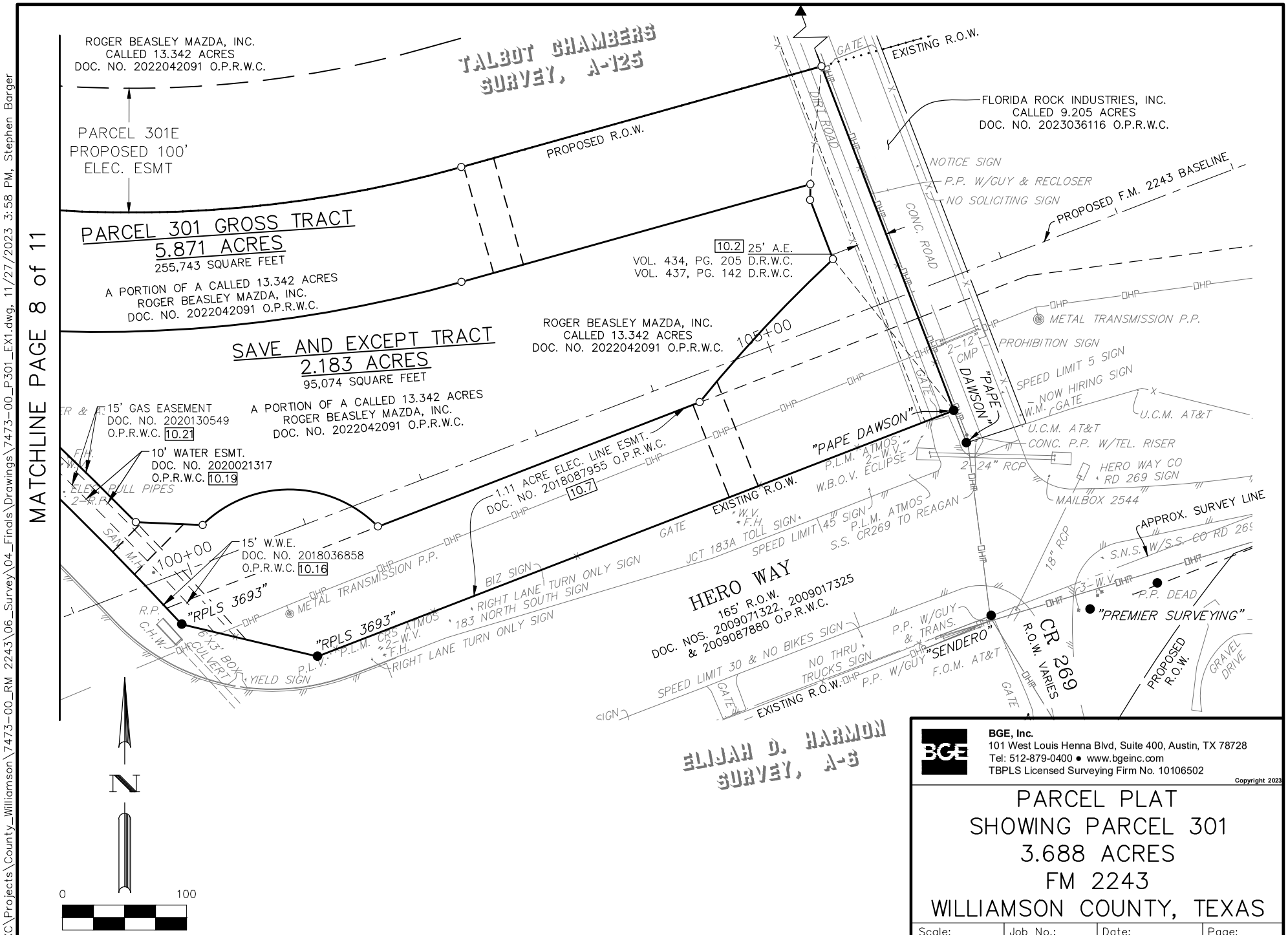
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3.688 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/03/2022	8 of 11

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FM 2243
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Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/03/2022	9 of 11

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LEGEND

CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
DOC.	DOCUMENT
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
M.H.	MANHOLE
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
P.L.M.	PIPELINE MARKER
P.L.V.	PIPELINE VENT
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.W.	RETAINING WALL
R.O.W.	RIGHT-OF-WAY
SAN.	SANITARY
S.N.S.	STREET NAME SIGN
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
U.J.U.A.A.	UTILITY JOINT USE AGREEMENT AREA
W.B.O.V.	WATER BLOW-OFF VALVE
W.M.	WATER METER
W.W.E.	WASTEWATER EASEMENT
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NOS. 2020085884 & 2019015614 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO 2004088731 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO 2022042091 O.P.R.W.C.
(( ))	RECORD INFO FOR DOC. NO 2023036116 O.P.R.W.C.
[[ ]]	RECORD INFO FOR DOC. NOS. 2009071322 & 2009087880 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
■	FOUND TYPE II BRASS R.O.W. MONUMENT IN CONCRETE
▲	FOUND 60D NAIL
△	CALCULATED POINT
—X—	WIRE FENCE
—OHT—	OVERHEAD TELEPHONE
—OHP—	OVERHEAD POWER
—//	EDGE OF ASPHALT
10.2	SCHEDULE B ITEM

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	569.23'	988.00'	33°00'37"	S 89°07'51" E	561.39'
C2	386.51'	2,884.79'	7°40'36"	N 46°40'40" W	386.22'
C3	440.00'	1,088.93'	23°09'05"	N 85°56'23" E	437.01'
C4	157.56'	1,092.87'	8°15'38"	S 43°00'54" W	157.43'
C5	156.68'	100.00'	89°46'08"	N 89°30'05" W	141.14'
C6	237.79'	2,959.72'	4°36'11"	N 46°52'13" W	237.72'

RECORD CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
[C2]		[2,884.79']			
[C2]	{386.51'}	{2,884.79'}	{7°40'36"}	{N 46°41'00" W}	{386.22'}

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 39°25'29" E	51.10'
L2	N 76°44'15" W	112.38'
L3	N 21°01'29" W	651.45'
L4	S 21°27'24" E	27.86'
L5	S 00°48'00" W	12.57'
L6	S 21°01'16" E	51.19'
L7	N 87°29'45" W	53.95'
L8	N 15°36'49" W	89.07'
L9	S 15°36'49" E	89.07'
L10	S 21°30'13" E	90.78'
L11	N 21°30'13" W	80.08'
L12	N 44°32'50" E	56.47'
L13	S 44°32'50" W	30.08'
L14	S 45°00'00" E	3.62'
L15	N 05°25'11" E	95.44'

RECORD LINE TABLE

NUMBER	BEARING	DISTANCE
L2	{N 76°41'57" W}	{112.38'}
L2	[[N 76°45'53" W]]	[[111.49']]
L4	[[S 21°01'01" E]]	[[27.86']]

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TBPLS Licensed Surveying Firm No. 10106502
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SHOWING PARCEL 301
3.688 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/03/2022	10 of 11

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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T–158402, DATED EFFECTIVE MAY 18, 2022 AND ISSUED ON MAY 26, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10.2 AN ACCESS EASEMENT AS DESCRIBED IN VOLUME 434, PAGE 205 AND VOLUME 437, PAGE 142, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.11 THE RIGHT TO PROHIBIT, LIMIT, RESTRICT OR CONTROL ACCESS TO HIGHWAY 183–A, AS SET FORTH IN DOCUMENT NO. 2004088731, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT.

10.14 TERMS, CONDITIONS AND STIPULATIONS AS SET FORTH IN THAT CERTAIN DEVELOPMENT AND REIMBURSEMENT AGREEMENT RECORDED UNDER DOCUMENT NO. 2011086121; AS FURTHER AFFECTED BY ADDENDUM AND AMENDED ADDENDUM RECORDED IN DOCUMENT NO(S) 2012030292 AND 2016010199; AND BY AMENDMENT OF DEVELOPMENT AND REIMBURSEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2019039796, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.16 A WASTEWATER EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2018036858, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.17 AN ELECTRIC LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NOS. 2018087952 AND 2018087955, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. DOCUMENT NO. 2018087952 DOES NOT AFFECT THE SUBJECT TRACT, DOCUMENT NO. 2018087955 DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.18 TERMS, CONDITIONS, AND STIPULATIONS IN THE RIGHT OF FIRST OFFER AGREEMENT BY AND BETWEEN RB 270 PARTNERSHIP, L.P., A TEXAS GENERAL PARTNERSHIP (SELLER), AND PAG WEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY (BUYER) AS RECORDED IN DOCUMENT NO. 2019015615, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.19 A WATER UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN DOCUMENT NOS. 2020021316 AND 2020021317, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. DOCUMENT NO. 2020021316 DOES NOT AFFECT THE SUBJECT TRACT, DOCUMENT NO. 2020021317 DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.20 A DRAINAGE EASEMENT GRANTED TO CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY AS DESCRIBED IN DOCUMENT NO. 2020041080, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.21 AN UNDERGROUND GAS PIPELINE(S) AND APPURTENANCES EASEMENT GRANTED TO ATMOS ENERGY CORPORATION AS DESCRIBED IN DOCUMENT NO. 2020130549, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

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
This document shall not be recorded for any purpose.

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879–0400

REVISED 6/3/2022: UPDATED TITLE COMMITMENT AND RESTRICTIVE COVENANT AND EASEMENT NOTES
REVISED 11/27/2023: ADDED SAVE & EXCEPT TRACT

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
Copyright 2023

PARCEL PLAT
SHOWING PARCEL 301
3.688 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473–00	06/03/2022	11 of 11

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P301_EX1.dwg, 11/27/2023 3:58 PM, Stephen Barger

EXHIBIT "B"

UTILITY JOINT USE AGREEMENT

PROJECT NAME: Hero Way (RM 2243)—Parcel 301
ADDRESS: 183A Toll Road & Hero Way, Leander
COUNTY, STATE: Williamson County, Texas 78641
LEGAL DESCRIPTION: R461858—13.342 acres, Talbot Chambers Survey, Abstract No. 125

THIS UTILITY JOINT USE AGREEMENT (this "Agreement") is made and entered into effective _____, 202___ (the "Effective Date") by and between ROGER BEASLEY MAZDA, INC., a Texas corporation ("Beasley"), and the COUNTY OF WILLIAMSON, TEXAS, its successors or assigns ("County").

RECITALS:

WHEREAS, BEASLEY is conveying to the County certain property for the above indicated highway right-of-way, as set forth in deed of even date recorded in Doc. 202_____, Williamson County, Texas Official Public Records (the "R.O.W."); and

WHEREAS, the County proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, BEASLEY proposes to retain, install, and/or use certain stormwater drainage utility rights and facilities for continued and/or proposed drainage conveyance to and from detention facilities on the remaining property of Beasley, or to the existing roadway drainage system in order to convey drainage from proposed development on its adjacent property to its proposed detention pond facility and/or the existing drainage system in the highway right-of-way, and to retain use of the limited property rights as described herein on, along or across, and within or over only those certain three (3) twenty-five foot (25') wide portions of the R.O.W. described as "25' U.J.U.A.A." in the locations as clouded on Exhibit A attached hereto and incorporated herein ("Joint Use Property").

AGREEMENT:

NOW, THEREFORE, in consideration of the covenants and acknowledgments herein contained, the parties mutually agree as follows:

1. It is agreed that joint usage for both highway and drainage purposes will be made of the Joint Use Property within the highway right-of-way limits as such area is defined and to the extent indicated on Exhibit A. Nothing in this Agreement shall serve to modify or extinguish any compensable property interest vested in BEASLEY within the above-described area. If the facilities located within the Joint Use Property shown on Exhibit A need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of BEASLEY's future proposed changes to its own facilities, BEASLEY and the County agree to notify each other at least 60 days prior thereto, and to furnish necessary plans showing location

and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, the party acting under the emergency agrees to notify the other party promptly.

2. If any such alteration, modification, or new construction proposed by BEASLEY conflicts with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, County shall have the right, after receipt of notice from BEASLEY, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not, however, require the routing of any lines or facilities outside of the Joint Use Property above described or otherwise prohibit or restrict BEASLEY's drainage rights.

3. If BEASLEY's facilities are located along a controlled access highway, BEASLEY agrees that ingress and egress for servicing its facilities will be limited to highway frontage roads, nearby or adjacent public roads and streets, or trails along or near the highway right-of-way lines which connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes, or other appurtenances of BEASLEY's facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by County to BEASLEY setting forth the conditions for policing and other controls to protect highway users, provided, such condition shall not prohibit or restrict BEASLEY's stormwater drainage rights. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, BEASLEY shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish required repairs, provided County is notified immediately when such repairs are initiated and adequate provisions are made by BEASLEY for the convenience and safety of highway traffic. Except as expressly provided herein, BEASLEY's rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as applicable to the general public.

4. This Agreement shall run with the Joint Use Property portion of the R.O.W. described on Exhibit A, and shall apply to, be binding upon, an inure to the benefit of the parties and their respective successors and assigns.

5. To the extent allowed by law, in the event of any dispute between the parties arising out of or in connection with this Agreement, the prevailing party in such dispute will be entitled to recover from the non-prevailing party all of its costs and expenses incurred in connection with such dispute, including court costs, expert witness fees and reasonable attorney's fees.

6. This Agreement shall be governed and interpreted under the laws of the State of Texas.

7. This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and neither party shall be bound by any verbal statement or agreement made heretofore. This Agreement cannot be varied except by written agreement executed by the parties.

8. If any items, terms, or provisions contained in this Agreement are in conflict with any applicable Federal, state, or local laws, then this Agreement shall be affected only as to its

application to such items, terms, or provisions, and shall in all other respects remain in full force and effect. The terms and provisions of this Agreement are severable, and if any provision, term, or part hereof or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be illegal, unenforceable, invalid, or unconstitutional for any reason, (i) the remainder of this Agreement and the application of such provisions or part hereof to other persons or circumstances shall not be affected thereby, and (ii) this Agreement and its interpretation and enforcement shall be affected only as to the application of any such items, terms, or provisions deemed illegal, unenforceable, invalid, or unconstitutional, and this Agreement shall in all other respects remain in full force and effect.

9. All notices or other communications required or desired to be given with respect to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, bearing adequate postage, or sent by nationally recognized overnight delivery service (such as FedEx or UPS), or sent by email, and properly addressed as provided below. Each notice given by mail shall be deemed to be given and received on the second (2nd) business day after deposit in the U.S. Mails; each notice delivered by overnight delivery service shall be deemed to have been given and received on the next business day following deposit thereof with the overnight delivery company; and each notice given by email shall be deemed to have been given and received upon transmission to the correct addressee; provided, a copy of such notice is also deposited on that date in the U.S. Mail or with an overnight delivery service for delivery to the party to be notified as provided therein. Upon change of address of either party, such party shall give written notice of such change to the other party in accordance with the foregoing. Inability to deliver because of changed address or status of which no notice was given shall be deemed to be receipt of the notice sent, effective as of the date such notice would otherwise have been effective as provided herein.

If to BEASLEY: _____
_____
_____
Attention: _____
Telephone: _____
E-mail: _____

with required copy to: _____
_____
_____
Attn:_____
Telephone: _____
Email: _____

If to County: Williamson County, Texas
710 Main Street, Suite 101
Georgetown, Texas 78626
Attention: County Auditor
Telephone: _____
E-mail: contractaudit@wilco.org

with required copy to: _____
_____
_____
Attention: _____
Telephone: _____
Email: _____

10. Each party agrees to execute, acknowledge, deliver, file, record and publish such further instruments and documents, and do all such other acts and things as may be required by law, or as may be required to carry out the purposes and intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

[*Signatures on following Pages*]

BEASLEY:

ROGER BEASLEY MAZDA, INC.,
a Texas corporation

By:_____

Name:_____

Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2023, by _____, the _____ of Roger Beasley Mazda, Inc., on behalf of said entity.

_____
Notary Public, State of Texas

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr
County Judge

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said county.

_____
Notary Public, State of Texas

EXHIBIT “A” UTILITY JOINT USE AGREEMENT AREA
LOCATIONS FOLLOWS

EXHIBIT "C"

Parcel 301

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 **ROGER BEASLEY MAZDA, INC., a Texas corporation**, 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"):

> Fee simple title in and to a 3.688 acre tract of land, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; being all of the "Gross Tract" comprising 5.871 acres, and **SAVE AND EXCEPT** all of the "Save and Except Tract" comprising 2.183 acres, more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein **(Parcel 301)**

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 herein is being conveyed in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 202___.

[signature pages follow]

GRANTOR:

ROGER BEASLEY MAZDA, INC.,
a Texas corporation

By:_____

Name:_____

Title:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 202__ by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **68.**

Meeting Date: 12/19/2023

E. Wilco Highway Segment 2- purchase contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Clayton Properties Group, Inc. and Brohn Homes to acquire 24.223 acres and 1.272 acres required as right of way on the E. Wilco Highway Segment 2 project (Parcel 35 parts 1 and 2). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 09:22 AM
Form Started By: Charlie Crossfield		Started On: 12/13/2023 05:20 PM
Final Approval Date: 12/14/2023		

REAL ESTATE CONTRACT
Southeast Loop (Segment 2) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** (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 tracts of land described as follows:

> All of that certain 24.223 acres (1,055,154 square foot) tract of land, out of and situated in the William Gatlin Survey, Section No. 23, Abstract No. 271, and the James Hickman Survey, Section No. 24, Abstract No. 291, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein ("**Parcel 35 Part 1**"); and
>
> All of that certain 1.272 acres (55,392 square foot) tract of land, out of and situated in the William Gatlin Survey, Section No. 23, Abstract No. 271, and the James Hickman Survey, Section No. 24, Abstract No. 291, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B" attached hereto and incorporated herein ("**Parcel 35 Part 2**");

together with all and singular the rights and appurtenances pertaining to Parcel 35 Part 1 and Parcel 35 Part 2, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The purchase price for the Property interests described herein and any improvements and fixtures thereon shall be the sum of FOUR MILLION FOUR HUNDRED THOUSAND and 00/100 Dollars ($4,400,000.00) (the "Purchase Price").

Payment of Purchase Price

2.02. The Purchase Price shall be payable from Purchaser to Seller in cash or other immediately available funds at the Closing (defined herein).

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing): None, except for the conditions set forth in Section 3.02, below.

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
SUBDIVISION IMPROVEMENTS

Purchaser acknowledges that Seller will retain land on both sides of the Property, which land is being entitled for development as a residential master-planned community pursuant to the Heritage Mill North Subdivision Preliminary Plat and the Heritage Mill South Subdivision Preliminary Plat (together, the "Preliminary Plats"), which are presently under review by Purchaser and the City of Hutto. Further, Purchaser acknowledges and agrees that the Preliminary Plats, as approved, will contemplate water lines, wastewater lines, dry utilities and temporary roadway and drainage facilities and related appurtenances in, under, over and across certain portions of the Property (collectively, the "Subdivision Improvements"). As additional consideration for the transactions contemplated in this Contract, Purchaser covenants and agrees not to withhold the issuance of plats, permits and approvals necessary for the installation, construction, development, operation and use of the Subdivision Improvements, as contemplated in the Preliminary Plats, so long as Seller or its successor complies with Purchaser's duly adopted and published rules and regulations governing such plats, permits and approvals and other applicable law. Purchaser acknowledges that Seller has entered into this Contract in reliance on the terms and provisions of this Article IV, which shall survive Closing and be enforceable by Seller pursuant to all remedies available to Seller at law or in equity, including but not limited to the remedies of specific performance of this Contract, mandamus, and injunction.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF SELLER

5.01. 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) To the best of Seller's knowledge, 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.

5.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE VI
CLOSING

Closing Date

6.01. The Closing shall be held at the office of Texas National Title Company (the "Closing") on or before December 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 (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

6.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all 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; and

(b) All easements, restrictions, and reservations of record in the Official Public Records of Williamson County, Texas, which affect the Property herein conveyed, to the extent they are valid and subsisting.

(2) The Deed to Purchaser shall be in the form as shown in Exhibit "C" attached hereto.

(3) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

6.03. At the Closing, Purchaser shall:

(a) Pay the Purchase Price in cash or other immediately available funds to Seller.

Prorations

6.04. General real estate taxes for the then current year relating the Property 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

6.05. 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) Recording fee for deed, deed preparation, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Seller and Purchaser shall each pay their own attorneys' fees.

ARTICLE VII
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, as Purchaser's sole remedy: (1) enforce specific performance of this Contract, as the actual damages would be difficult if not impossible to ascertain; or (2) terminate this Contract by written notice to Seller and the title company, whereupon the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser. Except as specifically set forth in this paragraph, Purchaser hereby waivers any and all claims, damages, and liabilities against Seller in connection with this Contract.

ARTICLE VIII
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 terminate this Contract by written notice to Purchaser and the title company, whereupon the Escrow Deposit, if any, shall be forthwith delivered by the title company to Seller, 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. The remedy available to Seller in this Article VIII is in addition to other remedies specified elsewhere in this Agreement.

ARTICLE IX
MISCELLANEOUS

Notice

9.01. 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

9.02. 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

9.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns where permitted by this Contract.

Legal Construction

9.04. 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, Amendments

9.05. 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. This Contract cannot be changed or amended except by written agreement signed by all the parties hereto.

Time of Essence

9.06. Time is of the essence in this Contract.

Gender

9.07. 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

9.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

9.09 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

9.10 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

9.11 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.

[COUNTERPART SIGNATURE PAGES FOLLOW]

SELLER:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business
in Texas as BROHN HOMES

By:_____
Adam B. Boeing, Vice President

Date: 12/13/23

Address: 6720 Vaught Ranch Road, Suite 200
Austin, Texas 78730

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

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

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 35_1
Tax ID: R020588, R020620
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

September 7, 2023

PROPERTY DESCRIPTION FOR PARCEL 35_1

DESCRIPTION OF A 24.223 ACRE (1,055,154 SQ. FT.) PARCEL OF LAND LOCATED IN THE WILLIAM GATLIN SURVEY, SECTION NO. 23, ABSTRACT NO. 271, AND THE JAMES HICKMAN SURVEY, SECTION NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 271.214 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO CLAYTON PROPERTIES GROUP INC., RECORDED JANUARY 14, 2021 IN DOCUMENT NO. 2021007407, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 24.223 ACRE (1,055,154 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found 684.94 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 237+66.71 on the existing west right-of-way line of C.R. 163, a variable width right-of-way, no record information found, for the most easterly southeast corner of a remainder of a called 62.136 acre tract of land, described in a deed to Brookland Partners Ltd., recorded in Document No. 2017023816, O.P.R.W.C.TX., same being the northeast corner of a called 10 acre tract of land, described as Tract Twelve in a deed to Swindoll Investments LP, recorded in Document No. 2008093458, O.P.R.W.C.TX.;

THENCE, with the existing west right-of-way line of said C.R. 163, the following two (2) courses and distances:

S 07°06'19" W, a distance of 704.08 feet to a calculated point, and

S 08°20'19" W, a distance of 65.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet left of Southeast Loop E.C.S. 232+15.85 on the proposed north right-of-way line of Southeast Loop;

THENCE N 51°31'50" E, departing the existing west right of way line of said C.R. 163, with the proposed north right-of-way line of said Southeast Loop, over and across said C.R. 163, a distance of 57.84 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,159,508.31, E=3,176,887.78) set 147.00 feet left of Southeast Loop E.C.S. 232+73.69 on the existing east right-of-way line of said C.R. 163, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein;

THENCE, departing the existing east right-of-way line of said C.R. 163, with the proposed north right-of-way line of said Southeast Loop, over and across said 271.214 acre tract, the following three (3) courses and distances numbered 1-3:

1) N 51°31'50" E, a distance of 2,983.18 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet left of Southeast Loop E.C.S. 262+56.86, said point being the beginning of a curve to the left,

2) With said curve to the left, passing at an arc distance of 260.72 feet, a calculated point 150.62 feet left of Southeast Loop E.C.S. 265+17.56, for the beginning of a Control of Access (C.O.A.), and continuing for a total arc distance of 539.16 feet, through a delta of 03°17'36", having a radius of 9,380.00 feet, and a chord that bears N 49°53'02" E, a distance of 539.08 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 162.49 feet left of Southeast Loop E.C.S. 267+95.73, said point being the beginning of a curve to the right, and

3) With said curve to the right, an arc distance of 59.75 feet, through a delta of 00°52'36", **having a radius of** 3,905.00 feet, and a chord that bears N 48°40'32" E, a distance of 59.75 feet to a 5/8-inch iron rod with an **aluminum cap stamped "WILLIAMSON COUNTY" set** 165.50 feet left of Southeast Loop E.C.S. 268+55.36 on the common line of said 271.214 acre tract and of a called 61.40 acre tract of land, described as Tract 2 in a deed to Starlight Homes Texas L.L.C., recorded in Document No. 2021074553, O.P.R.W.C.TX., for the northeast corner of the parcel described herein, and the end of a C.O.A;

4) **THENCE S 07°48'42" W, departing the** proposed north right-of-way line of said Southeast Loop, with the common line of said 271.214 acre tract and said Tract 2, a distance of 480.69 feet to a 5/8-inch iron rod with an aluminum **cap stamped "WILLIAMSON COUNTY" set** 166.75 feet right of Southeast Loop E.C.S. 265+07.99 on the proposed south right-of-way line of said Southeast Loop, for the beginning of a C.O.A., and the southeast corner of the parcel described herein, said point being the beginning of a curve to the left;

THENCE, departing the common line of said 271.214 acre tract and said Tract 2, with the proposed south right-of-way line of said Southeast Loop, over and across said 271.214 acre tract, the following two (2) courses and distances numbered 5-6:

5) With said curve to the left, passing at an arc distance of 156.28 feet, a calculated point 157.91 feet right of Southeast Loop E.C.S. 263+51.97, for the end of a C.O.A., and continuing for a total arc distance of 608.74 feet, **through a delta of 03°43'06", having a radius of 9,380.00 feet, and a chord that bears S 53°23'23" W,** a distance of 608.63 feet to a 5/8-inch iron rod with an aluminum cap **stamped "WILLIAMSON COUNTY"** set 147.00 feet right of Southeast Loop E.C.S. 258+99.68, and

6) **S 51°31'50" W,** a distance of 2,933.39 feet to a 5/8-inch iron rod with an aluminum cap stamped **"WILLIAMSON COUNTY" set** 147.00 feet right of Southeast Loop E.C.S. 229+66.29 on the existing east right-of-way line of said C.R. 163, for the southwest corner of the parcel described herein;

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson
Parcel No.: 35_1
Tax ID: R020588, R020620
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

September 7, 2023

7) **THENCE N 07°48'24" E**, departing the proposed south right-of-way line of said Southeast Loop, with the existing east right-of-way line of said C.R. 163, a distance of 425.36 feet to the **POINT OF BEGINNING**, and containing 24.223 acres (1,055,154 sq. ft.) of land.

This property description is accompanied by a separate plat of even date.

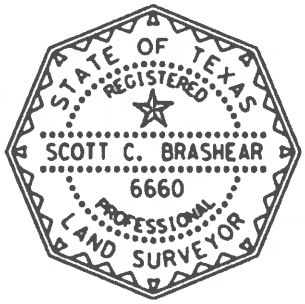
Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

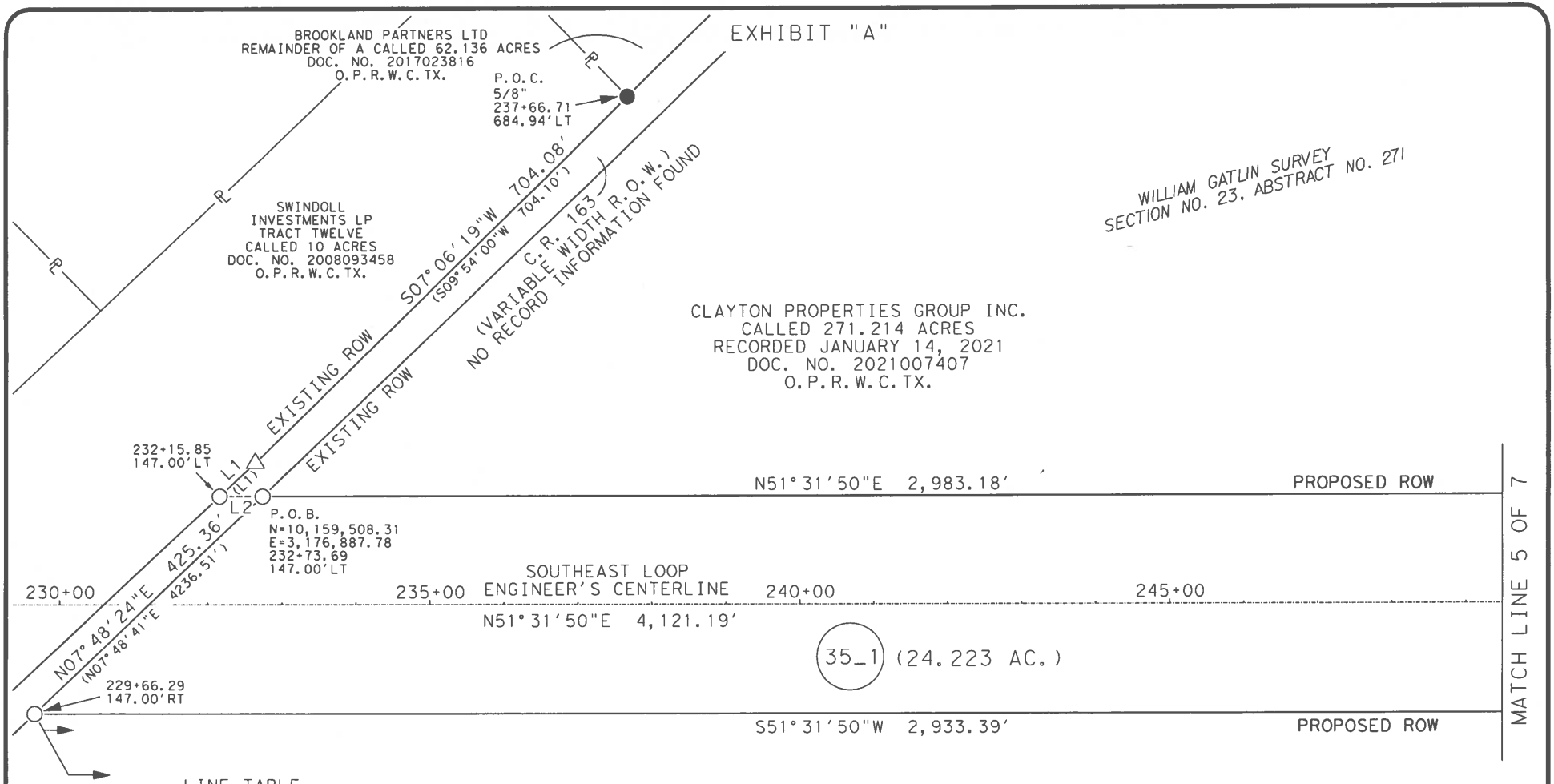
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear 9/7/2023
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S08°20'19"W	65.88'
(L1)	(S11°08'00"W)	(789.16')
L2	N51°31'50"E	57.84'

REF. FIELD NOTE NO. 49164

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\35\PLAT\04\P-35_1.dgn

				REMAINING	118.725 AC. LEFT
EXISTING	271.214 AC.	ACQUIRE	24.223 AC.	REMAINING	128.266 AC. RIGHT

N

200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

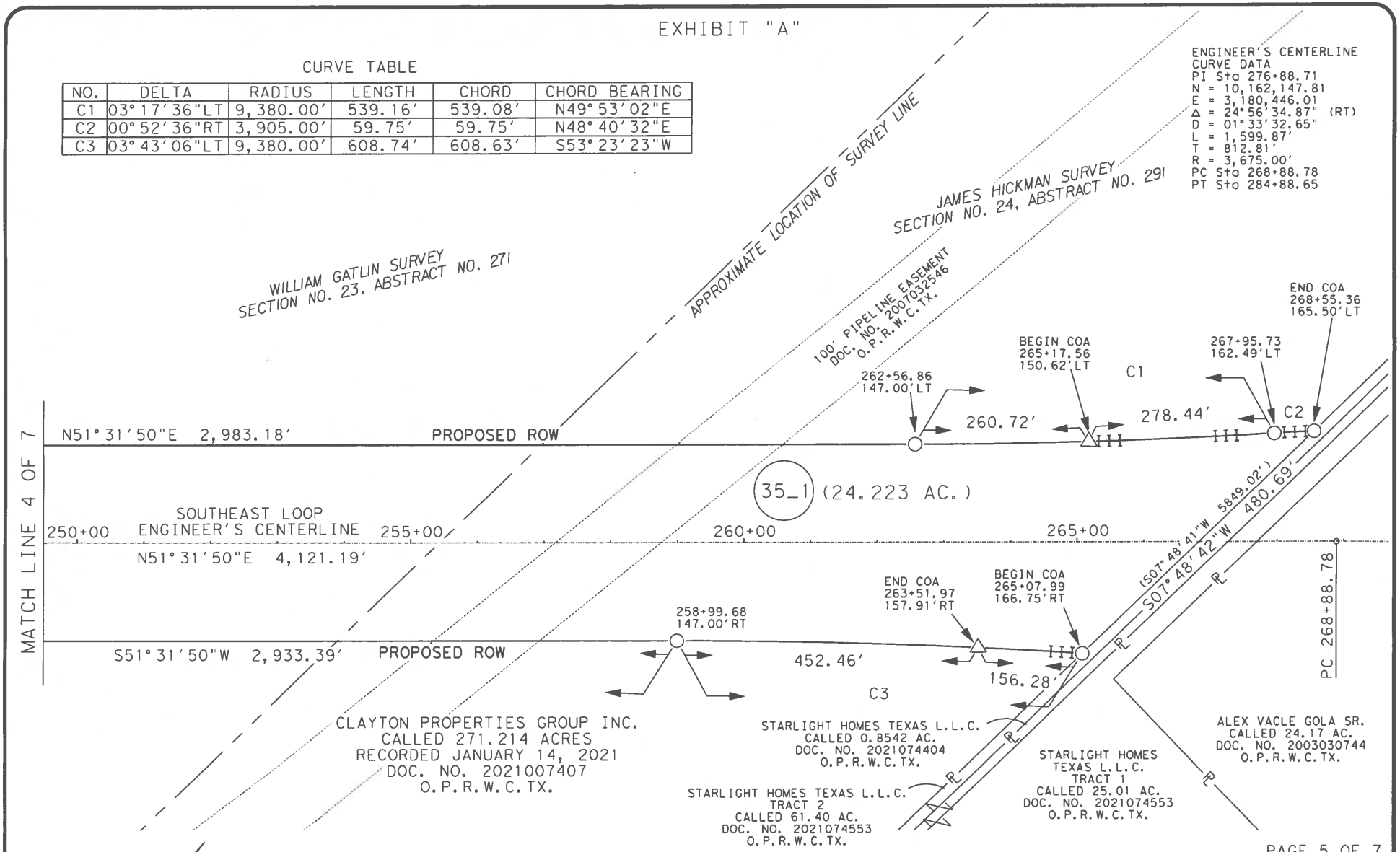
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CLAYTON PROPERTIES GROUP INC.
TAX ID: R020588, R020620
PARCEL 35_1
24.223 AC. (1,055,154 SQ. FT.)

EXHIBIT "A"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	03°17'36"LT	9,380.00'	539.16'	539.08'	N49°53'02"E
C2	00°52'36"RT	3,905.00'	59.75'	59.75'	N48°40'32"E
C3	03°43'06"LT	9,380.00'	608.74'	608.63'	S53°23'23"W

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 276+88.71
N = 10,162,147.81
E = 3,180,446.01
Δ = 24°56'34.87" (RT)
D = 01°33'32.65"
L = 1,599.87'
T = 812.81'
R = 3,675.00'
PC Sta 268+88.78
PT Sta 284+88.65



REF. FIELD NOTE NO. 49164

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\35\PLAT\04\P-35_2.dgn

				REMAINING	118.725 AC. LEFT
EXISTING	271.214 AC.	ACQUIRE	24.223 AC.	REMAINING	128.266 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CLAYTON PROPERTIES GROUP INC.
TAX ID: R020588, R020620
PARCEL 35_1
24.223 AC. (1,055,154 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-159119, ISSUED BY TITLE RESOURCES GUARANTY COMPANY,EFFECTIVE DATE SEPTEMBER 12, 2022, AND ISSUED DATE SEPTEMBER 20, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

1. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

2. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 281, PAGE 599 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 328, PAGE 337 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. A PIPELINE EASEMENT GRANTED TO LONE STAR GAS COMPANY AS DESCRIBED IN VOLUME 476, PAGE 262 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. AS AFFECTED BY RESTRICTIVE COVENANTS AND PARTIAL RELEASE OF EASEMENT RECORDED IN DOCUMENT NO. 2007032546, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

5. A WATERLINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. AS DESCRIBED IN VOLUME 598, PAGE 18 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

6. A WATER LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. AS DESCRIBED IN VOLUME 599, PAGE 609 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

7. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 892, PAGE 754 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

8. AN UNDERGROUND GAS SUPPLY PIPELINE EASEMENT GRANTED TO ATMOS ENERGY CORPORATION AS DESCRIBED IN DOCUMENT NO. 2008001631 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

9. A WATER/WASTEWATER LINE EASEMENT GRANTED TO CITY OF HUTTO AS DESCRIBED IN DOCUMENT NO. 2008018623 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

10. AN OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS FACILITIES EASEMENT GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC AS DESCRIBED IN DOCUMENT NO. 2016089861 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

11. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PARTIAL ASSIGNMENT OF CONSENT AGREEMENT OF RECORD IN DOCUMENT NO. 2021094868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

12. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PETITION FOR CONSENT TO CREATION OF WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 35 OF RECORD IN DOCUMENT NO. 2021095825 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

13. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

14. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

15. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

REF. FIELD NOTE NO. 49164

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\35\PLAT\04\P-35_1.dgn

				REMAINING	118.725 AC. LEFT
EXISTING	271.214 AC.	ACQUIRE	24.223 AC.	REMAINING	128.266 AC. RIGHT

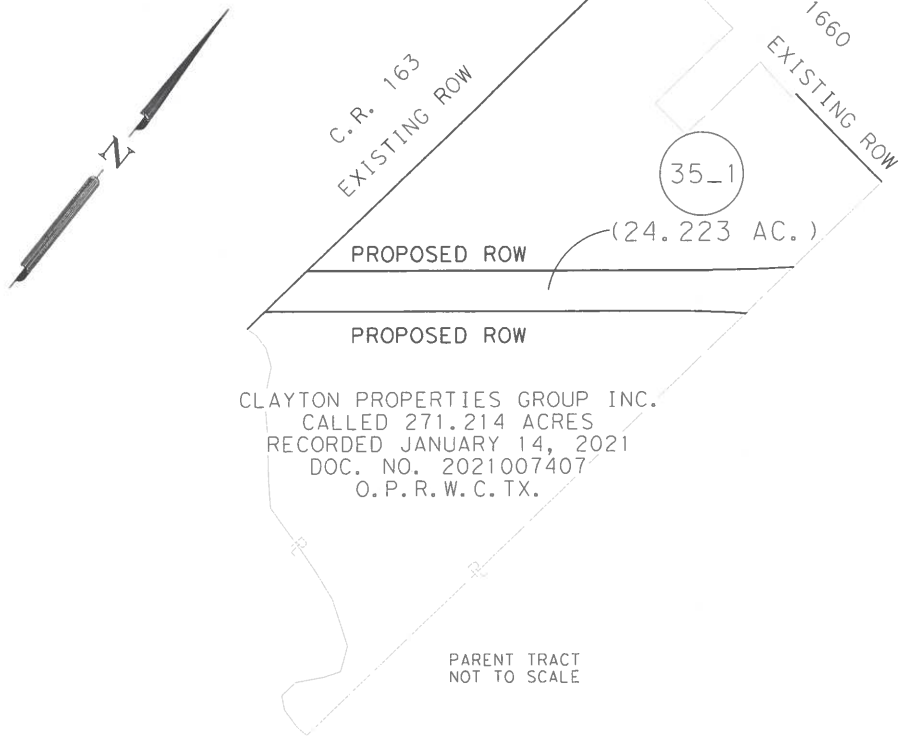
SAM™
4801 Southwest Parkway
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(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CLAYTON PROPERTIES GROUP INC.
TAX ID: R020588, R020620
PARCEL 35_1
24.223 AC. (1,055,154 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
X	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
---/---	DISTANCE NOT TO SCALE
-------/--	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-159119, EFFECTIVE DATE SEPTEMBER 12, 2022, AND ISSUED DATE SEPTEMBER 20, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

REF. FIELD NOTE NO. 49164

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\35\PLAT\04\P-35_1.dgn

				REMAINING	118.725 AC. LEFT
EXISTING	271.214 AC.	ACQUIRE	24.223 AC.	REMAINING	128.266 AC. RIGHT

Scott C. Brashear
SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

9/7/2023
DATE

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CLAYTON PROPERTIES GROUP INC.
TAX ID: R020588, R020620
PARCEL 35_1
24.223 AC. (1,055,154 SQ. FT.)

EXHIBIT "B"

County: Williamson
Parcel No.: 35_2
Tax ID: R020588, R020620
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

September 7, 2023

PROPERTY DESCRIPTION FOR PARCEL 35_2

DESCRIPTION OF A 1.272 ACRE (55,392 SQ. FT.) PARCEL OF LAND LOCATED IN THE WILLIAM GATLIN SURVEY, SECTION NO. 23, ABSTRACT NO. 271, AND THE JAMES HICKMAN SURVEY, SECTION NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 271.214 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO CLAYTON PROPERTIES GROUP INC., RECORDED JANUARY 14, 2021 IN DOCUMENT NO. 2021007407, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 1.272 ACRE (55,392 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod with aluminum cap stamped "TXDOT" found 1,668.34 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 266+10.86 on the existing south right-of-way line of F.M. 1660, a variable width right-of-way, as described in Document No. 2016064888, O.P.R.W.C.TX., for an exterior ell corner of said 271.214 acre tract, said point being the beginning of a curve to the left;

THENCE, with the existing south right-of-way line of Southeast Loop, the following two (2) courses and distances:

With said curve to the left, an arc distance of 128.94 feet, through a delta of 07°06'13", having a radius of 1,040.00 feet, and a chord that bears S 79°06'22" E, a distance of 128.86 feet to a TXDOT Type II bronze disk in concrete found, and

S 82°38'46" E, a distance of 217.94 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,162,723.22, E=3,178,896.84) set 1,414.25 feet left of Southeast Loop E.C.S. 268+46.65 on the proposed north right-of-way line of Southeast Loop, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

THENCE, departing the proposed north right-of-way line of Southeast Loop, with the existing south right-of-way line of F.M. 1660, the following three (3) courses and distances numbered 1-3:

1) N 07°43'50" E, a distance of 35.02 feet to a TXDOT Type II bronze disk in concrete found on the existing south right-of-way line of F.M. 1660 as described in Volume 384, Page 602, Deed Records of Williamson County, Texas (D.R.W.C.TX.), and in Volume 384, Page 612, D.R.W.C.TX., and as depicted in Texas Department of Transportation (TXDOT) strip map CSJ Number 1566-002-01, dated July 1952,

2) S 82°29'06" E, a distance of 291.96 feet to a calculated point, and

3) S 82°49'21" E, a distance of 510.62 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 895.78 left of Southeast Loop E.C.S. 273+26.38 on the proposed north right-of-way line of Southeast Loop, for the most northerly northeast corner of the parcel described herein;

THENCE, departing the existing south right-of-way line of said F.M. 1660, with the proposed north right-of-way line of Southeast Loop, the following two (2) courses and distances numbered 4-5:

4) S 07°11'08" W, a distance of 25.56 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 875.89 feet left of Southeast Loop E.C.S. 273+13.44, said point being the beginning of a curve to the right,

5) With said curve to the right, an arc distance of 150.43 feet, through a delta of 16°06'38", having a radius of 535.00 feet and a chord which bears S 37°04'52" E, a distance 149.94 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 726.60 feet left of Southeast Loop E.C.S 273+24.85 on the common line of said 271.214 acre tract and a called 61.40 acre tract described as Tract 2 in a deed to Starlight Homes Texas L.L.C., recorded in Document No. 221074553, O.P.R.W.C.TX., for the most easterly northeast corner of the parcel described herein;

6) **THENCE**, S 07°48'42" W, departing the proposed north right-of-way line of Southeast Loop, with the common line of said 271.214 acre tract and said 61.40 acre tract, a distance of 223.34 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 556.60 feet left of Southeast Loop E.C.S 272+01.50 on the proposed north right-of-way line of said Southeast Loop, for the southeast corner of the parcel described herein;

THENCE, departing the common line of said 271.214 acre tract and said 61.40 acre tract, with the proposed north right-of-way line of Southeast Loop, over and across said 271.214 acre tract, the following three (3) courses and distances numbered 7-9:

7) N 12°51'46" W, a distance of 60.03 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 612.82 feet left of Southeast Loop E.C.S. 272+19.68, said point being the beginning of a curve to the left,

8) With said curve to the left, an arc distance of 394.69 feet, through a delta of 51°59'12", having a radius of 435.00 feet, and a chord that bears N 38°51'22" W, a distance of 381.29 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 992.45 feet left of Southeast Loop E.C.S. 271+90.70, and

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "B"

County: Williamson
Parcel No.: 35_2
Tax ID: R020588, R020620
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

September 7, 2023

9) N 82°38'46" W, a distance of 610.07 feet to the **POINT OF BEGINNING**, and containing 1.272 acres (55,392 sq. ft.) of land.

This property description is accompanied by a separate plat of even date.

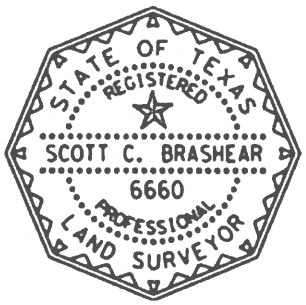
Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

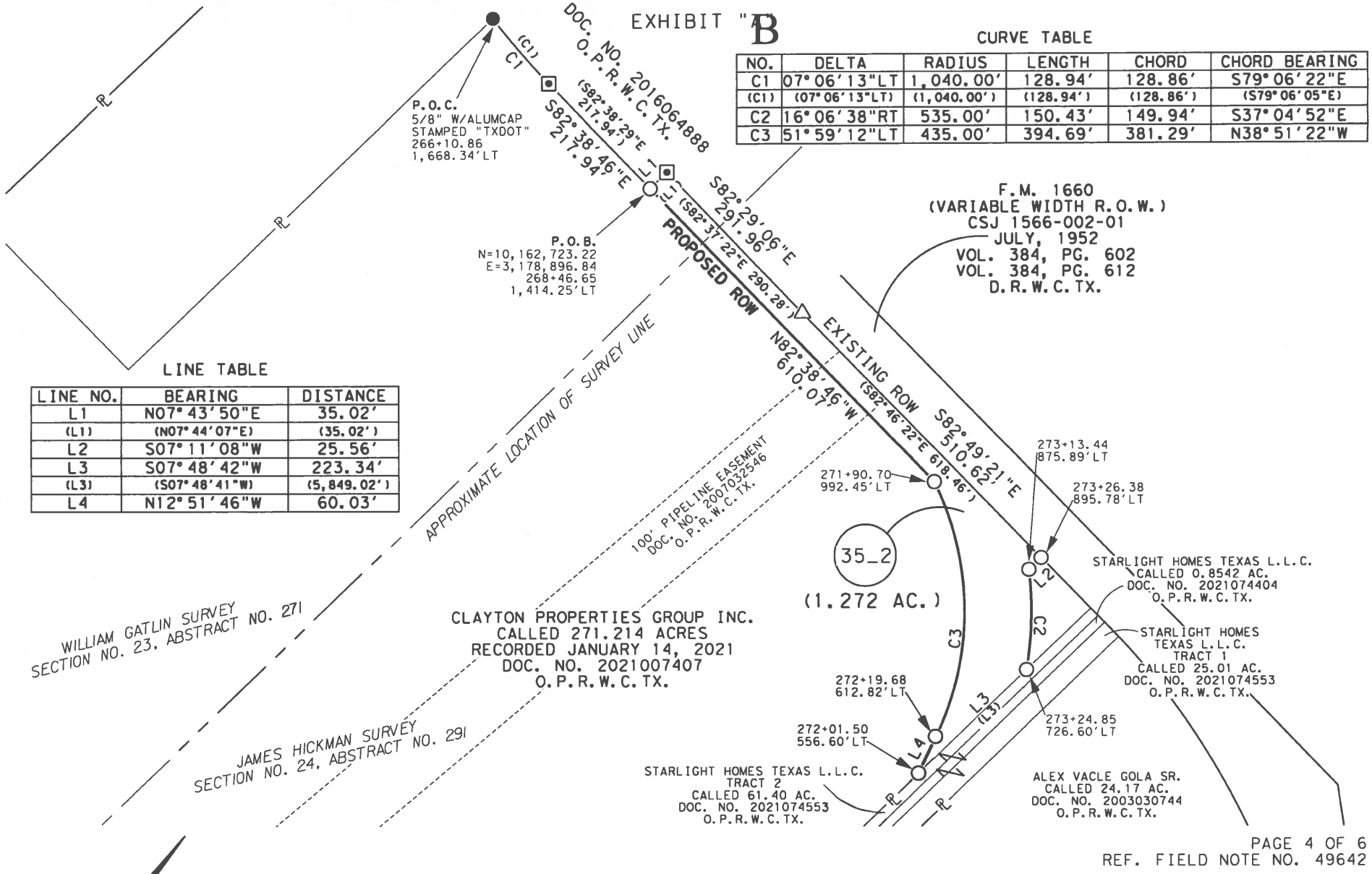
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear 9/7/2023
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "B"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07°06'13"LT	1,040.00'	128.94'	128.86'	S79°06'22"E
(C1)	(07°06'13"LT)	(1,040.00')	(128.94')	(128.86')	(S79°06'05"E)
C2	16°06'38"RT	535.00'	150.43'	149.94'	S37°04'52"E
C3	51°59'12"LT	435.00'	394.69'	381.29'	N38°51'22"W

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N07°43'50"E	35.02'
(L1)	(N07°44'07"E)	(35.02')
L2	S07°11'08"W	25.56'
L3	S07°48'42"W	223.34'
(L3)	(S07°48'41"W)	(5,849.02')
L4	N12°51'46"W	60.03'

REF. FIELD NOTE NO. 49642

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\35\PLAT\04\P-35_3.dgn

200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

EXISTING	271.214 AC.	ACQUIRE	1.272 AC.	REMAINING	269.942 AC. LEFT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CLAYTON PROPERTIES GROUP INC.
TAX ID: R020588, R020620
PARCEL 35_2
1.272 AC. AC. (55,392 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-159119, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 12, 2022, AND ISSUED DATE SEPTEMBER 20, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

1. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

2. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 281, PAGE 599 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 328, PAGE 337 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. A PIPELINE EASEMENT GRANTED TO LONE STAR GAS COMPANY AS DESCRIBED IN VOLUME 476, PAGE 262 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. AS AFFECTED BY RESTRICTIVE COVENANTS AND PARTIAL RELEASE OF EASEMENT RECORDED IN DOCUMENT NO. 2007032546, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

5. A WATERLINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. AS DESCRIBED IN VOLUME 598, PAGE 18 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

6. A WATER LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. AS DESCRIBED IN VOLUME 599, PAGE 609 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

7. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 892, PAGE 754 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

8. AN UNDERGROUND GAS SUPPLY PIPELINE EASEMENT GRANTED TO ATMOS ENERGY CORPORATION AS DESCRIBED IN DOCUMENT NO. 2008001631 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

9. A WATER/WASTEWATER LINE EASEMENT GRANTED TO CITY OF HUTTO AS DESCRIBED IN DOCUMENT NO. 2008018623 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

10. AN OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS FACILITIES EASEMENT GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC AS DESCRIBED IN DOCUMENT NO. 2016089861 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

11. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PARTIAL ASSIGNMENT OF CONSENT AGREEMENT OF RECORD IN DOCUMENT NO. 2021094868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

12. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PETITION FOR CONSENT TO CREATION OF WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 35 OF RECORD IN DOCUMENT NO. 2021095825 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

13. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

14. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

15. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\35\PLAT\04\P-35_3.dgn

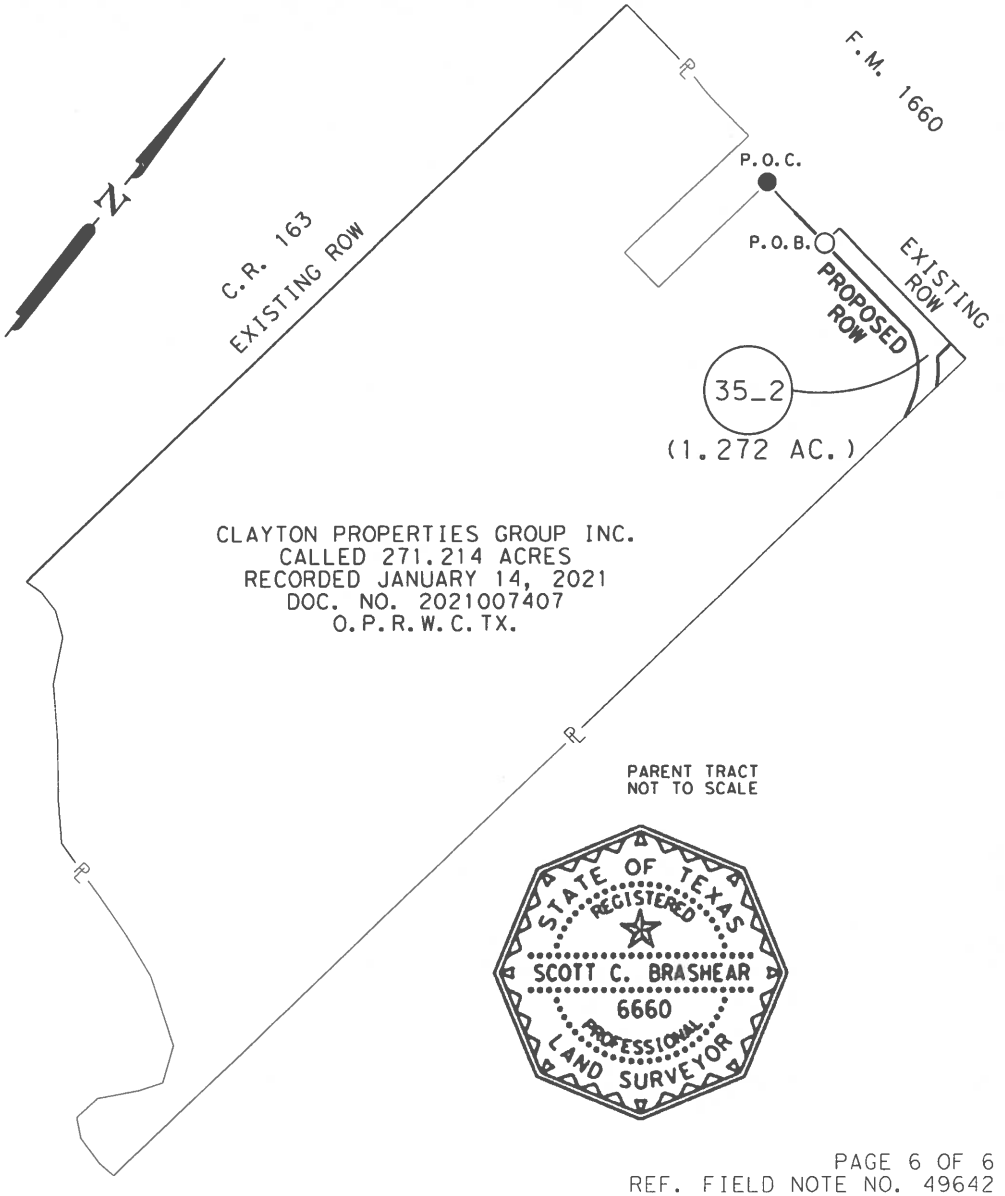
EXISTING	271.214 AC.	ACQUIRE	1.272 AC.	REMAINING	269.942 AC. LEFT

SAM™
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Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CLAYTON PROPERTIES GROUP INC.
TAX ID: R020588, R020620
PARCEL 35_2
1.272 AC. AC. (55,392 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
--\/---	DISTANCE NOT TO SCALE
---/--	DEED LINE (COMMON OWNERSHIP)



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-159119, EFFECTIVE DATE SEPTEMBER 12, 2022, AND ISSUED DATE SEPTEMBER 20, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.

4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

REF. FIELD NOTE NO. 49642

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\35\PLAT\04\P-35_3.dgn

EXISTING	271.214 AC.	ACQUIRE	1.272 AC.	REMAINING	269.942 AC. LEFT

Scott C. Brashear
SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

9/7/2023
DATE

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CLAYTON PROPERTIES GROUP INC.
TAX ID: R020588, R020620
PARCEL 35_2
1.272 AC. AC. (55,392 SQ. FT.)

EXHIBIT "C"

Parcel 35

SPECIAL WARRANTY DEED
Southeast Loop (Segment 2) Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES**, 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** (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, and subject to the RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY (defined herein), has this day Sold and by these presents does Grant, Bargain, Sell and Convey unto Grantee, 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 (collectively, the "Property"):

> All of that certain 24.223 acres (1,055,154 square foot) tract of land, out of and situated in the William Gatlin Survey, Section No. 23, Abstract No. 271, and the James Hickman Survey, Section No. 24, Abstract No. 291, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein ("**Parcel 35 Part 1**"); and
>
> All of that certain 1.272 acres (55,392 square foot) tract of land, out of and situated in the William Gatlin Survey, Section No. 23, Abstract No. 271, and the James Hickman Survey, Section No. 24, Abstract No. 291, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B" attached hereto and incorporated herein ("**Parcel 35 Part 2**");

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:
(a) This conveyance is made subject to: **(i)** Visible and apparent easements not appearing of record;

(ii) any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and **(iii)** 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. **(b)** 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 Property and upon the condition that none of such operations shall be conducted so near the surface of said Property 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 Property for the construction and maintenance of Southeast Loop/East Wilco Highway. **(c) Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Property, including, without limitation, the water, soil and geology, the suitability thereof and of the Property for any and all activities and uses which Grantee may elect to conduct, the existence of any environmental hazards or conditions (including but not limited to the presence of asbestos or hazardous materials) or compliance with applicable environmental laws, rules or regulations; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iii) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body; the conveyance of the Property is made on an "AS IS," "WHERE IS" AND "WITH ALL FAULTS" basis.**

CONTROL OF ACCESS: Access on and off Grantor's remaining property to and from the proposed roadway facility of Grantee from the abutting remainder property shall be permitted except to the extent that such access is expressly prohibited in the locations of the designated Control of Access Line ("COA") set out in Exhibits "A" and "B". Grantor acknowledges that such access on and off the County roadway facility is subject to regulation as may be determined by Grantee, its successors and assigns, to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

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, except as to the RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said Property 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, except as to the RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the_____day of_____, 2023.

[signature page follows]

GRANTOR:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business
in Texas as BROHN HOMES

By:_____
Adam B. Boenig, Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Adam B. Boenig, 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: [INSERT]

Exhibit "A"

Exhibit "B"

Commissioners Court - Regular Session **69.**

Meeting Date: 12/19/2023

Future SH 29 Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Sadie Wall for approximately 1.36 acres located on SH 29 for the SH 29 corridor project. Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 09:20 AM
Form Started By: Charlie Crossfield		Started On: 12/13/2023 05:06 PM
Final Approval Date: 12/14/2023		

REAL ESTATE CONTRACT
SH 29 Corridor Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by **SADIE WALL** (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:

> Lot 2C, Block B, LIBERTY MEADOWS, a subdivision of record in Williamson County, Texas according to the map or plat thereof in Cabinet Y, Slide 208-209, Plat Records, Williamson County, Texas; and being all of that certain property conveyed to Sadie Wall in Warranty Deed dated July 26, 2005 and recorded as Document No. 2005059536, Official Records of Williamson County, Texas;

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 not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of EIGHT HUNDRED THIRTY THOUSAND and 00/100 Dollars ($830,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash 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

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before January 15, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property, free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "A" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser or the property interest 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 year of Closing relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash and collected by the Title Company 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.

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.

Purchase of Future Right of Way

8.12 Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that portions of the Property has been identified for proposed future SH29 right of way on the current CAMPO Long Range Transportation Plan and the current Williamson County Transportation Plan.

[signature page follows]

SELLER:

Sadie M. Wall (Dec 8, 2023 18:51 CST)

Sadie Wall

Address: 7 Brenda lane

Round Rock Texas78665

Date: Dec 8, 2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravell, Jr
County Judge

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

Date: _____

EXHIBIT "A"

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 **SADIE WALL**, 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"):

> Lot 2C, Block B, LIBERTY MEADOWS, a subdivision of record in Williamson County, Texas according to the map or plat thereof in Cabinet Y, Slide 208-209, Plat Records, Williamson County, Texas; and being all of that certain property conveyed to Sadie Wall in Warranty Deed dated July 26, 2005 and recorded as Document No. 2005059536, Official Records of Williamson County, Texas.

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 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 of Grantee's 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.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 202____.

[signature page follows]

GRANTOR:

_____
Sadie Wall

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ by Sadie Wall, 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 **70.**

Meeting Date: 12/19/2023

CR 332 Interlocal Agreement with Lone Star Regional Water Authority

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement Regarding Relocation of Water System Improvements CR 332 Roadway Construction Project with Lone Star Regional Water Authority. Funding Source: Road Bonds P366

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 11:43 AM
Form Started By: Charlie Crossfield		Started On: 12/13/2023 05:12 PM
Final Approval Date: 12/14/2023		

INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS
CR 332 ROADWAY CONSTRUCTION PROJECT

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

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS ("**Agreement**") is entered into between Lone Star Regional Water Authority (the "**LWSRA**") and Williamson County, Texas, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the LSRWA and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties.**"

WHEREAS, the County is and has been in the process of designing and improving CR 332, the location of which is shown on Exhibit "A" attached hereto (the "County Project"); and

WHEREAS, some of the proposed County Project includes the widening of the right-of-way into easements in which the LSRWA's water system improvements are or will be located; and

WHEREAS, the Parties have determined that, because of the County Project, the relocation of LSRWA water lines is necessary (the "Relocation Project"); and

WHEREAS, plans and specifications for the relocation of the LSRWA water lines affected by the County Project will be prepared by LSRWA and County, and upon completion, will be attached hereto as Exhibit "B" (the "Plans"); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County will relocate the LSRWA's waterlines in certain segments of the County Project.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
GENERAL PROVISIONS

1.01 General. The purpose of this Agreement is to provide for the County's design and construction of the Relocation Project caused by the County's construction of the County Project.

1.02 County Relocation of Waterlines. The County must, at its own expense, pay all costs related to the Relocation Project in accordance with the Plans, subject to the reimbursement allocations as further set out in this Agreement. As stated below, the County must reimburse the LSRWA for the reimbursable percentage of costs related to the design of the Plans.

1.03 County to Obtain and Assign Easements. The County must acquire at its own expense waterline easement rights in favor of the LSRWA in the location shown on Exhibit "C", attached hereto, as required by the LSRWA for the Relocation Project, as shown in the Plans. This Agreement specifically allows and authorizes the County's right-of-way attorneys to acquire easements by eminent domain, if necessary, on behalf of the LSRWA. The form of the easement granting document must be approved by the LSRWA prior to acquisition. The LSRWA is not responsible for costs associated with easement acquisition for the County Project or Relocation Project. Any easements acquired as set out herein which are not otherwise granted directly to the LSRWA shall be assigned by the County to the LSRWA upon completion of construction of the Relocation Project.

1.04 Obligations. The LSRWA is responsible for the design of the Plans including specifications. The LSRWA will submit invoices for design costs to the County, and the County must reimburse or provide funds to LSRWA for payment of 100% of the LSRWA's costs relating to the CR 332 Relocation Project design in accordance with the Texas Prompt Payment Act.

1.05 Continuation of Service. The County agrees that both the County Project and the Relocation Project must be undertaken so as to minimize any disruption of water service to existing customers of the LSRWA and will not result in the prolonged loss of water service to any such customers.

II.
CONSTRUCTION OF PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County will, at its own expense, construct all physical improvements that constitute the County Project and the Relocation Project. The County and the LSRWA agree that the County is responsible for 100% of the construction costs of the CR 332 portion of the Relocation Project (estimated at $540,137.17). This share is referred to as the Construction Costs.

2.02 Maintenance. After acceptance, the LSRWA will own and maintain the facilities included in the Relocation Project.

2.03 Construction Plans. The LSRWA will submit the Plans related to the Relocation Project, and any changes or modifications thereto, to the County for review and approval prior to the County commencing construction. The Relocation Project will be jointly bid and constructed as part of the County Project.

2.04 Inspection. The LSRWA may inspect the relocation of the waterlines during construction. If the LSRWA's inspectors determine that the construction by the County is not in accordance with the approved Plans and upon receipt of such notification from the LSRWA, the County must cease construction until the deficiency can be identified and a corrective plan of construction implemented with the written agreement of the LSRWA.

2.05 Insurance, Bonds and Warranties. The County must require the contractor for the County Project to name the LSRWA as an additional insured on any policies related to the County Project or Relocation Project. The County must require the contractor to provide

performance bonds, payment bonds, and maintenance bonds in favor of the LSRWA for the County Project and Relocation Project in amounts satisfactory to the LSRWA. The County must transfer any warranties for the Relocation Project to the LSRWA upon final completion and the LSRWA's written acceptance of the Relocation Project.

2.06 Other Costs. The County must reimburse the LSRWA for the 100% reimbursable percentage of costs incurred by the LSRWA relating to the CR 332 portion of the Relocation Project, and for inspections, permitting, engineering, and legal services related to the Relocation Project in accordance with the Texas Prompt Payment Act.

2.07 As-Built Drawings. Upon completion of the construction of the Relocation Project, County will provide LSRWA with the as-built drawings of the Relocation Project.

III.
DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party must make a written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party must commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice that may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party must mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the non-defaulting Party may request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party will be liable to the other for all costs actually incurred in pursuing such remedies and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting Party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV.
GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

4.02 Severability. Theprovisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement must be paid from current revenues available to the Party for such purpose.

4.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.05 Effective Date. This Agreement is effective from the date of execution by the authorized representative of each Party.

4.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project or Relocation Project shown in the Plans.

4.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the Parties' authorized representatives.

4.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

4.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed fax machine; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

LSRWA:

Lone Star Regional Water Authority
c/o S.D. Kallman, L.P.
1106 S. Mays, Suite 101
Round Rock, Texas 78664

With a copy to:	Tiemann, Shahady & Hamala, PC 102 N Railroad Ave. Pflugerville, TX 78660 Fax 512-251-8540
COUNTY:	Williamson County 710 Main Street, Suite 101 Georgetown, Texas 78626 Attn: County Auditor Telephone: (512) 943-1577
With a copy to:	Sheets & Crossfield, PLLC 309 E. Main Street Telephone: 512-255-8877

4.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.11 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

ATTEST:

_____
Name, Title
Keith Odam, Assistant Secretary

Lone Star Regional Water Authority

By: _____
Representative, Title
Bryant Smith, President

Date: _____

ATTEST:

_____
Nancy Rister, County Clerk

WILLIAMSON COUNTY:

By: _____
Bill Gravell, Jr., County Judge

Date: _____

Exhibit “A”

County Project

EXHIBIT A

WILLIAMSON COUNTY

CR 332
PRECINCT NUMBER 4

INDEX OF SHEETS

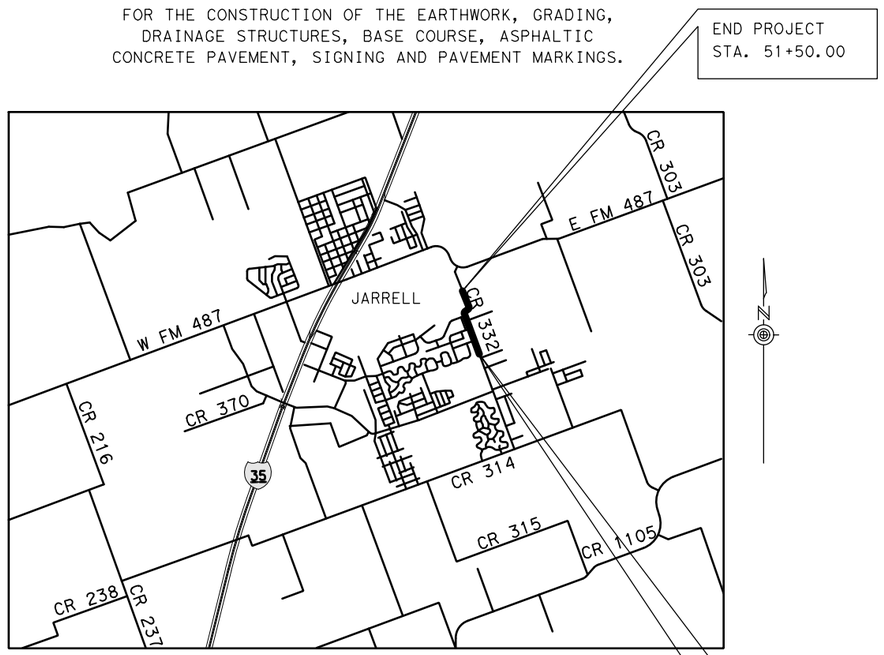
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX OF SHEETS

FUNCTIONAL CLASSIFICATION	= MINOR COLLECTOR
DESIGN SPEED	= 45 MPH
ADT (2015)	= 1400
DHV (2015)	= 140
ADT (2035)	= 4100
DHV (2035)	= 410

NET LENGTH OF ROADWAY = 2150 FT (0.407 MILES)
NET LENGTH OF BRIDGES = 0.00 FT (0.000 MILES)
NET LENGTH OF PROJECT = 2150 FT (0.407 MILES)

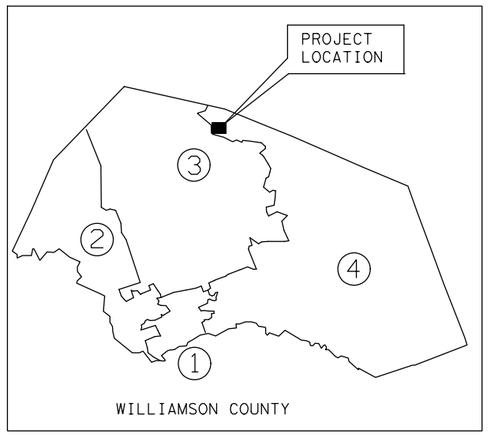
LIMITS: FROM 1900' NORTH OF CR 313
TO 1650' SOUTH OF FM 487
IN THE CITY OF JARRELL.

FOR THE CONSTRUCTION OF THE EARTHWORK, GRADING, DRAINAGE STRUCTURES, BASE COURSE, ASPHALTIC CONCRETE PAVEMENT, SIGNING AND PAVEMENT MARKINGS.



VICINITY MAP
N.T.S.

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD SHEETS BC(1)-21 THRU BC(12)-21 AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.:



TxDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID DOCUMENTS SHALL GOVERN ON THIS PROJECT.

EXCEPTIONS: NONE
EQUATIONS: NONE
RAILROAD CROSSINGS: NONE
WATERSHED: UPPER LITTLE RIVER
AREA OF DISTURBANCE: 16.13 AC

PREPARED BY:
SEILER LANKES GROUP (DESIGN CONSULTANT)

GERALD LANKES, PE
PROJECT MANAGER — DATE

Seiler Lankes Group
TBPE License No. 12670
PLANNING • ENGINEERING • CONSTRUCTION

STATE OF TEXAS
GERALD A. LANKES
107484
LICENSED
PROFESSIONAL ENGINEER
3/23/2022

williamson COUNTY
1848

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APPROVED BY:
WILLIAMSON COUNTY

BILL GRAVELL, JR.
WILLIAMSON COUNTY JUDGE — DATE

APPROVED BY:
WILLIAMSON COUNTY

RUSS BOLES
WILLIAMSON COUNTY COMMISSIONER, PRECINCT 4 — DATE

APPROVED BY:
HNTB CORPORATION

RICHARD L RIDINGS, PE
ROAD BOND MANAGEMENT TEAM — DATE

USER: aferitz
DATE: 3/23/2022 5:00
SCRIPT: pw://server.slg-eng.com:Slg-ds/Documents/WILCO301-CR332/Design_Data/4 - Design/Miscellaneous/332 (1).pen
FILE: pw://server.slg-eng.com:Slg-ds/Documents/WILCO301-CR332/Design_Data/4 - Design/Plan_Set/01. General/CR 332 Title Sheet.dgn

Exhibit “B”

Waterline Plans

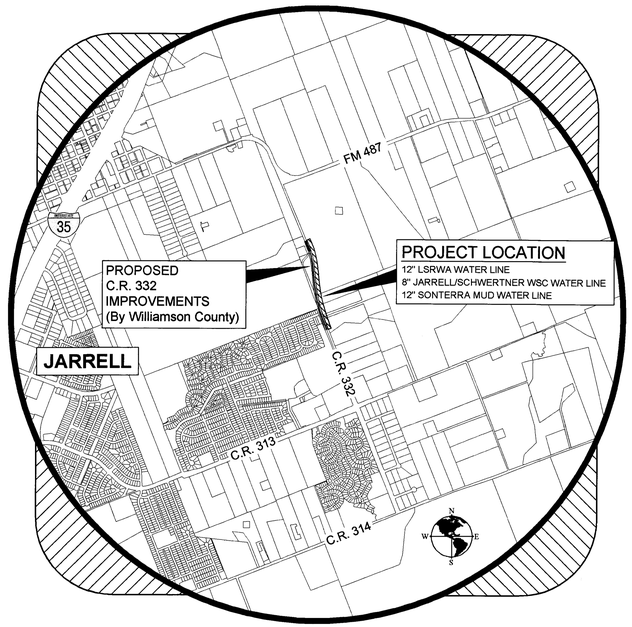
WATER LINE RELOCATION PROJECT
ALONG COUNTY RD. 332
IN WILLIAMSON COUNTY, TEXAS

Lone Star Regional Water Authority - 12" W.L.
Jarrell/Schwertner WSC - 8" W.L.
Sonterra MUD - 12" W.L.

WATER LINE RELOCATION PROJECT
ALONG COUNTY RD. 332
IN WILLIAMSON COUNTY, TEXAS
Lone Star Regional Water Authority - 12" W.L.
Jarrell/Schwertner WSC - 8" W.L.
Sonterra MUD - 12" W.L.
PROJECT NUMBER 724-1833

LONE STAR REGIONAL WATER AUTHORITY

Bryant Smith	President (City of Jarrell)
Mike Fisher	Vice President (Sonterra M.U.D.)
Ken Heroy	Secretary (Sonterra M.U.D.)
Keith Odom	Asst. Secretary (Williamson County)
Jeff Stockton	Director (City of Jarrell)
Hollis Bone	Director (Williamson County)
Richard Hamala	General Counsel
J. Tom Ray, P.E.	General Manager



SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	PLAN AND PROFILE STATION 0+00 - 12+00
4	PLAN AND PROFILE STATION 12+00 - 22+39.60
5	EROSION CONTROL PLAN
6	GENERAL CONSTRUCTION DETAILS - Sheet 1 of 2
7	GENERAL CONSTRUCTION DETAILS - Sheet 2 of 2

S.D. KALLMAN, L.P.
Engineers and Environmental Consultants
TBPE Firm Registration No. F-516
1106 South Mays, Suite 101
Round Rock, Tx. 78664
Phone: (512) 218-4404
Fax: (512) 218-1668
www.sdkallman.com

PLAN REVISIONS					
Revision No.	Sheet No.	Date	Description	Made By	Approved

STATE OF TEXAS
STEVEN D. KALLMAN
40762
LICENSED PROFESSIONAL ENGINEER

STEVEN D. KALLMAN, P.E. — 11-03-2023 DATE

ACCEPTED FOR CONSTRUCTION:

J. Tom Ray GENERAL MANAGER — 11-03-23 DATE
LONE STAR REGIONAL WATER AUTHORITY

\\Dabosslatk\\worklfile-2\7241833 CR 332\Job\Cover.dwg, Model

GENERAL NOTES

1. FOR EXISTING WATER UTILITIES OWNED BY OTHER UTILITY COMPANIES, THE UTILITY COMPANIES WATER DEPARTMENT WILL ASSIST THE CONTRACTOR IN LOCATING THESE UTILITIES. IF THE CONTRACTOR IS CARELESS IN DAMAGING EXISTING WATER AND WASTEWATER UTILITIES, IN THE OPINION OF THE OWNER AND ENGINEER, THE CONTRACTOR WILL BE REQUIRED TO REPAIR THE UTILITIES AT HIS EXPENSE.
2. THE CONTRACTOR SHALL VERIFY ALL DEPTHS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. FOR ASSISTANCE IN OBTAINING EXISTING WATER LOCATIONS, CONTACT THE LONE STAR REGIONAL WATER AUTHORITY AT (832) 655-4005 (DENNIS HENDRIX, CROSSROADS UTILITY CO.) ANY DISCREPANCIES WITH THE CONSTRUCTION PLANS FOUND IN THE FIELD SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER.
3. IMPORTED CLEAN BEDDING MATERIAL SHALL BE PLACED 12" OVER, 6" UNDER AND 6" AROUND ALL WATER MAINS AND SERVICE LINES. THE BEDDING MATERIAL SHALL BE CLEAN PIT-RUN SAND OR GRAVEL WHICH SHALL BE CLEAN, WELL-GRADED AND CRUSHED SCREENING WITH 100% PASSING A 1/2" SIEVE, 95% PASSING A 1/4" SIEVE, THE PLASTICITY INDEX SHALL BE NO MORE THAN 12 WHEN TESTED IN ACCORDANCE WITH TEXAS DEPARTMENT OF TRANSPORTATION TEST METHOD TEX-106-E.
4. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL CONVENE A PRE-CONSTRUCTION CONFERENCE BETWEEN THE LONE STAR REGIONAL WATER AUTHORITY, JARRELL/SCHWERTNER WSC, SONTERRA MUD, WILCO, HIMSELF, THE ENGINEER, OTHER UTILITY COMPANIES, ANY AFFECTED PARTIES, AND ANY OTHER ENTITY THE AUTHORITY OR ENGINEER MAY REQUIRE.
5. THE CONTRACTOR SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS ON ONE (1) RECORD SET OF BLUEPRINTS. THE CONTRACTOR SHALL THEN FURNISH THESE RECORDS TO THE ENGINEER AT THE END OF CONSTRUCTION. THE ENGINEER SHALL FURNISH THE LONE STAR REGIONAL WATER AUTHORITY ACCURATE "AS-BUILT" DRAWINGS FOLLOWING COMPLETION OF ALL CONSTRUCTION. THESE "AS-BUILT" DRAWINGS SHALL MEET WITH THE SATISFACTION OF THE ENGINEER (512-218-4404, EXT 10) PRIOR TO FINAL ACCEPTANCE.
6. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS, AND ALL APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA).
7. WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINE HIS WORK WITHIN THE PERMANENT AND ANY TEMPORARY EASEMENTS. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH, ROCKS AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEAN-UP SHALL BE TO THE SATISFACTION OF THE ENGINEER.
8. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL APPLY FOR AND SECURE ALL PROPER PERMITS FROM THE APPROPRIATE AUTHORITIES.

WATER NOTES

1. PIPE MATERIAL FOR WATER MAINS SHALL BE: C-900, CL 200 PVC, DR-14. ALL BURIED HORIZONTAL AND VERTICAL FITTINGS ON D.I. WATER PIPE SHALL BE M.J. WITH MEGALUG RESTRAINTS.
2. DEPTH OF COVER FOR WATER LINES SHALL BE AS SHOWN ON PLAN SHEETS AND FOR ALL CROSSINGS UNDER PAVEMENT INCLUDING WATER SERVICES, SHALL BE 60" BELOW TOP OF STREET OR GREATER AS SHOWN ON PLAN SHEETS.
3. ALL FIRE HYDRANT LEADS SHALL BE DUCTILE IRON PIPE (AWWA C-100, MIN. CLASS 350). FIRE HYDRANT SHALL BE MINIMUM 3' BURY AND LIMITED TO THOSE MANUFACTURED BY THE MUELLER COMPANY (CENTURION, 4 1/2" PUMPER OUTLET, TWO - 2 1/2" SIDE OUTLETS) OR APPROVED EQUAL.
4. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE WRAPPED WITH MINIMUM 8-MIL V-BIO ENHANCED POLYETHYLENE ENCASEMENT AND SECURELY TAPED IN PLACE.
5. THE CONTRACTOR MUST OBTAIN A BULK WATER PERMIT OR PURCHASE AND INSTALL A WATER METER FOR ALL WATER USED DURING CONSTRUCTION. A COPY OF THIS PERMIT MUST BE CARRIED AT ALL TIMES BY ALL WHO USE WATER.
6. THE CONTRACTOR, AT HIS EXPENSE, SHALL PERFORM STERILIZATION WITH HTH IN ACCORDANCE WITH AWWA STANDARD C651 OF ALL POTABLE WATER LINES CONSTRUCTED AND SHALL PROVIDE ALL EQUIPMENT (INCLUDING TEST GAUGES), SUPPLIES (INCLUDING CONCENTRATED CHLORINE DISINFECTING MATERIAL), AND NECESSARY LABOR REQUIRED FOR THE STERILIZATION PROCEDURE. THE STERILIZATION PROCEDURE SHALL BE MONITORED BY LONE STAR REGIONAL WATER AUTHORITY PERSONNEL. WATER SAMPLES WILL BE COLLECTED BY THE LONE STAR REGIONAL WATER AUTHORITY TO VERIFY EACH TREATED LINE HAS ATTAINED AN INITIAL CHLORINE CONCENTRATION OF 50 PPM. (DISCHARGE OF CHLORINATED WATER FROM TESTING SHOULD BE DECHLORINATED WITH CONTROLLED RELEASE AFTER TESTING).
7. SAMPLING TAPS SHALL BE BROUGHT UP TO 3-FEET ABOVE GRADE AND SHALL BE EASILY ACCESSIBLE FOR AUTHORITY PERSONNEL. SAMPLES FOR BACTERIOLOGICAL TESTING WILL BE COLLECTED BY THE CONTRACTOR NOT LESS THAN 24 HOURS AFTER THE TREATED LINE HAS BEEN FLUSHED OF THE CONCENTRATED CHLORINE SOLUTION AND CHARGED WITH WATER. THE CONTRACTOR SHALL PAY THE FEE CHARGED FOR TESTING EACH WATER SAMPLE. ORIGINAL TESTING REPORTS SHALL BE PROVIDED TO THE ENGINEER.
8. THE CONTRACTOR, AT HIS EXPENSE, SHALL PERFORM PRESSURE PIPE HYDROSTATIC TESTING OF WATER LINES CONSTRUCTED AND SHALL PROVIDE ALL EQUIPMENT (INCLUDING PUMPS AND GAUGES), SUPPLIES AND LABOR NECESSARY TO PERFORM THE TEST. PRESSURE TESTING SHALL BE MONITORED BY LONE STAR REGIONAL WATER AUTHORITY PERSONNEL.
9. THE CONTRACTOR SHALL PROVIDE THE LONE STAR REGIONAL WATER AUTHORITY NO LESS THAN 24 HOURS NOTICE PRIOR TO PERFORMING STERILIZATION OR PRESSURE TESTING.
10. ALL VALVE BOXES AND COVERS SHALL BE CAST IRON. (NOT USED)
11. CONTACT THE LONE STAR REGIONAL WATER AUTHORITY (832) 655-4005 (DENNIS HENDRIX, CROSSROADS UTILITY CO.) FOR ASSISTANCE IN OBTAINING EXISTING WATER LINE LOCATIONS.
12. SAMPLING COCKS AND/OR FLUSHING APPURTENANCES SHALL BE INSTALLED AT APPROPRIATE INTERVALS NOT TO EXCEED 1000'. BACTERIOLOGICAL SAMPLING WILL NOT BE PERMITTED FROM FIRE HYDRANTS. ANY FITTINGS, VALVES OR OTHER APPURTENANCES NECESSARY FOR TESTING AND/OR STERILIZATION OF UTILITY LINES SHALL BE FURNISHED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
13. ANY EXISTING PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, DRIVEWAY CULVERTS, MAILBOXES, DECORATIVE YARD IMPROVEMENTS, YARD GRASS, ETC., THAT ARE DAMAGED OR REMOVED SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. PAYMENT FOR REPLACEMENT OF THESE ITEMS IS SUBSIDIARY TO BID ITEMS FOR VARIOUS SIZES OF "WATER LINE".
16. ALL WATER VALVE BOXES SHALL BE RAISED TO FINISHED GRADE AND CONCRETE VALVE COLLAR INSTALLED AT THE CONTRACTOR'S EXPENSE PRIOR TO FINAL ACCEPTANCE.
17. THE CONTRACTOR SHALL NOT OPEN OR CLOSE ANY VALVES UNLESS AUTHORIZED BY THE LONE STAR REGIONAL WATER AUTHORITY, SONTERRA MUD, JARRELL-SCHWERTNER WSC OR CITY OF JARRELL. ALL VALVES SHALL REMAIN CLOSED UNTIL MAINS HAVE BEEN DISINFECTED, FLUSHED AND RELEASED FOR USE BY THE LONE STAR REGIONAL WATER AUTHORITY.
18. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES REQUIRED TO PREVENT DAMAGE TO ANY TREES. TREES DAMAGED SHALL BE RESTORED OR REPLACED AT THE CONTRACTOR'S EXPENSE. NO TREES SHALL BE REMOVED WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER.
19. THE CONTRACTOR SHALL FURNISH THE LONE STAR REGIONAL WATER AUTHORITY A MINIMUM OF TWO SETS OF OPERATING WRENCHES (VALVE KEYS) FOR WATER VALVES.
20. ONLY CAST IRON OR DUCTILE IRON VALVE BOXES AND RISERS ARE APPROVED.
21. BRASS FITTINGS SHALL BE PRODUCTS MANUFACTURED BY MUELLER OR FORD.
22. VALVES UP TO AND INCLUDING 12" SHALL BE RESILIENT SEATED, OPEN LEFT, LIMITED TO CLOW, AMERICAN DARLING, OR MUELLER.

WATER NOTES (CONTINUED)

23. ALL LINES TO BE ABANDONED AFTER COMPLETION OF WATER LINES AND SERVICES SHALL BE CUT AND CAPPED. COST TO BE INCLUDED WITH OTHER ITEMS. CONTRACTOR SHALL COORDINATE ALL NEW METERS AND RECONNECTS WITH THE LONE STAR REGIONAL WATER AUTHORITY, WHEN CALLED FOR.
24. LOCATE EXISTING WATER LINES TO VERIFY SIZE AND TYPE OF PIPE MATERIAL; PRIOR TO ORDERING NEW MATERIALS.
25. SEPARATION OF WATER AND WASTEWATER LINES IN ACCORDANCE WITH TCEQ 290.44(d) OF THE RULES. CONTRACTOR SHALL CENTER ONE (1) JOINT OF SDR-26 WASTEWATER PIPE AT ANY LOCATION WHERE A WASTEWATER LINE CROSSES A WATER LINE WHICH HAS LESS THAN 2' VERTICAL OR 4' HORIZONTAL DIFFERENCE BETWEEN THEM. CONTRACTOR SHALL ADD CEMENT STABILIZED SAND BEDDING WHEN VERTICAL CLEARANCE EXCEEDS 2'. SDR-26 SHALL BEGIN AT A MANHOLE AND TRANSITION TO SDR-35 WITH APPROVED COUPLING. INCLUDE COST OF THIS WORK IN UNIT PRICE BID FOR "WATER LINE".
26. ALL EXPOSED WATER PIPING 4" AND SMALLER SHALL BE INSULATED WITH A POLYURETHANE WRAP WITH ALUMINUM PROTECTIVE SHELL.

TRENCH SAFETY NOTES

1. IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, ALL TRENCHES OVER 5-FEET IN DEPTH IN EITHER HARD AND COMPACT OR SOFT AND UNSTABLE SOIL SHALL BE SLOPED, SHORED, SHEETED, BRACED OR OTHERWISE SUPPORTED. FURTHERMORE, ALL TRENCHES LESS THAN 5 - FEET IN DEPTH SHALL ALSO BE EFFECTIVELY PROTECTED WHEN HAZARDOUS GROUND MOVEMENT MAY BE EXPECTED.
2. IN ACCORDANCE WITH THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, WHEN EMPLOYEES ARE REQUIRED TO BE IN TRENCHES 4-FEET DEEP OR MORE, ADEQUATE MEANS OF EXIT, SUCH AS A LADDER OR STEPS, MUST BE PROVIDED AND LOCATED SO AS TO REQUIRE NO MORE THAN 25-FEET OF LATERAL TRAVEL.
3. IF TRENCH SAFETY SYSTEM DETAILS WERE NOT PROVIDED IN THE PLANS BECAUSE TRENCHES WERE ANTICIPATED TO BE LESS THAN 5-FEET IN DEPTH, AND DURING CONSTRUCTION IT IS FOUND THAT TRENCHES ARE IN FACT 5 - FEET OR MORE IN DEPTH OR TRENCHES LESS THAN 5 - FEET IN DEPTH ARE IN AN AREA WHERE HAZARDOUS GROUND MOVEMENT IS EXPECTED, ALL CONSTRUCTION SHALL CEASE; THE TRENCHED AREA SHALL BE BARRICADED, AND THE ENGINEER NOTIFIED IMMEDIATELY. CONSTRUCTION SHALL NOT RESUME UNTIL APPROPRIATE TRENCH SAFETY SYSTEM DETAILS, AS DESIGNED BY A PROFESSIONAL ENGINEER ARE SUBMITTED TO AND ACCEPTED BY THE ENGINEER, AND A BID ITEM FOR IMPLEMENTATION OF TRENCH SAFETY SYSTEMS IS ADDED TO THE CONTRACT BY CHANGE ORDER.

TRAFFIC MARKING NOTES

1. ANY METHODS, STREET MARKING AND SIGNS NECESSARY FOR WARNING MOTORISTS, WARNING PEDESTRIANS, OR DIVERTING TRAFFIC DURING CONSTRUCTION SHALL CONFORM TO THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, LATEST EDITION.
2. ALL PAVEMENT MARKINGS, MARKERS, PAINT, TRAFFIC BUTTONS, TRAFFIC CONTROLS AND SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES, AND THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, LATEST EDITIONS.
3. ALL BORE PITS THAT WILL BE LOCATED IN THE WILLIAMSON COUNTY TxDOT R.O.W. SHALL BE BACKFILLED AT THE END OF EACH WORK DAY. THE CONTRACTOR, AT HIS OPTION, MAY INSTALL TxDOT APPROVED BARRIERS AROUND THE OPEN PIT OR COVER WITH STEEL PLATES. EITHER OPTION MUST BE APPROVED BY WILLIAMSON COUNTY OR TxDOT PRIOR TO PLACEMENT.
4. UPON COMPLETION AND ACCEPTANCE OF PROJECT, THE CONTRACTOR SHALL PROVIDE TO THE ENGINEER, RECORD DRAWINGS INDICATING ACTUAL VERTICAL AND HORIZONTAL ALIGNMENT OF THE PROPOSED WATERLINES AS SHOWN THROUGHOUT THESE CONSTRUCTION DRAWINGS. THE ENGINEER SHALL PROVIDE APPROVED RECORD DRAWINGS TO THE OWNER IN ELECTRONIC AND PRINTED PAPER FORMATS.

SPECIAL NOTES

1. THERE ARE NO EXISTING WATER SERVICE CONNECTIONS TO REPLACE ON THIS PROJECT.
2. THE CONTRACTOR WILL REIMBURSE THE THREE UTILITY OWNERS OF RELOCATED WATER LINES HEREIN FOR WATER USED FOR PRESSURE TESTING AND FLUSHING.
3. PROPOSED WATER LINE CONNECTIONS HEREIN SHALL BE MADE FOLLOWING THE COMPLETED PRESSURE TESTING, STERILIZATION AND RECEIPT OF BAC-T TESTING RESULTS. LONE STAR REGIONAL WATER AUTHORITY, JARRELL/SCHWERTNER WSC AND SONTERRA MUD REPRESENTATIVES MUST BE CONTACTED BEFORE ANY VALVES ARE TURNED OR WATER LINES CUT.

PRESSURE PIPE HYDROSTATIC TESTING NOTES

1. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE/NATIONAL SANITATION FOUNDATION (ANSI/NSF) STANDARD 61-G AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI, AS REQUIRED BY 30 TAC § 290.44(A)(1).
2. THE HYDROSTATIC LEAKAGE RATE FOR DUCTILE IRON PIPE AND CONCRETE CYLINDER PIPE OR PVC PIPE APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) STANDARD C600 AS REQUIRED IN 30 TAC § 290.44(A)(5). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE;

$$L = \frac{SD\sqrt{P}}{148{,}000}$$

WHERE:

L = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR
S = LENGTH OF PIPE BEING TESTED, IN FEET
D = NOMINAL DIAMETER OF PIPE IN INCHES, AND
P = THE AVERAGE TEST PRESSURE EQUAL TO THE PRESSURE CLASS OF THE PIPE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH

3. PROJECTS CONSTRUCTED ON OR AFTER JANUARY 4, 2014 MUST COMPLY WITH CHANGES TO THE SAFE DRINKING WATER ACT THAT REDUCE THE MAXIMUM ALLOWABLE LEAD CONTENT OF PIPES, PIPE FITTINGS, PLUMBING FITTINGS, AND FIXTURES TO 0.25 PERCENT.
4. THE CONTRACTOR SHALL DISINFECT THE NEW WATER MAINS IN ACCORDANCE WITH AWWA STANDARD C651 AND THEN FLUSH AND SAMPLE THE LINES BEFORE BEING PLACED INTO SERVICE. SAMPLES SHALL BE COLLECTED FOR MICROBIOLOGICAL ANALYSIS TO CHECK THE EFFECTIVENESS OF THE DISINFECTION PROCEDURE WHICH SHALL BE REPEATED IF CONTAMINATION PERSISTS. A MINIMUM OF ONE SAMPLE FOR EACH 1,000 FEET OF COMPLETED WATER LINE WILL BE REQUIRED OR AT THE NEXT AVAILABLE SAMPLING POINT BEYOND 1,000 FEET AS DESIGNATED BY THE DESIGN ENGINEER, IN ACCORDANCE WITH 30 TAC 290.44(F)(3).
5. IN ACCORDANCE WITH 30 TAC 290.42(D)(2)(A), VACUUM BREAKERS MUST BE PROVIDED ON EACH HOSE BIBB WITHIN A PLANT FACILITY.

S.D. KALLMAN, L.P. HAS SUBMITTED AND GAINED APPROVAL OF THE REQUIRED WILLIAMSON COUNTY APPLICATIONS FOR THE DESIGN OF VARIOUS SIZE WATER LINES TO BE INSTALLED WITHIN AND CROSSING THE WILLIAMSON COUNTY RIGHT-OF-WAY. HOWEVER, THE GENERAL CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE FOLLOWING WILLIAMSON COUNTY NOTES, BEFORE ANY WORK CAN BE DONE IN THE WILLIAMSON COUNTY RIGHT-OF-WAY. COPIES OF THE APPLICATIONS CAN BE FOUND AS AN ATTACHMENT IN THE "CONTRACT DOCUMENTS AND SPECIFICATIONS" FOR THIS CONTRACT.

WILLIAMSON COUNTY NOTES:

1. COUNTY ROAD RIGHT-OF-WAY REPAIR/RESTORATION - ALL DAMAGED PAVEMENT SHALL BE REPAIRED IN ACCORDANCE WITH ATTACHED WILLIAMSON COUNTY "PARALLEL AND PERPENDICULAR UTILITY CUT DESIGN" (SEE DETAIL ON "GENERAL CONSTRUCTION DETAILS" SHEET)
2. ALL WORK SHALL BE IN COMPLIANCE WITH WILLIAMSON COUNTY SPECIFICATIONS.
3. A PERFORMANCE BOND IN THE AMOUNT OF $500.00 MINIMUM, EXECUTED BY A SURETY COMPANY OR SURETY COMPANIES AUTHORIZED TO EXECUTE SURETY BONDS UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. EXACT AMOUNT OF THE BOND IS TO BE DETERMINED BY WILLIAMSON COUNTY DEPENDING ON THE EXTENT OF THE PROJECT.
4. A TRAFFIC CONTROL PLAN, IN COMPLIANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, SHALL BE PROVIDED BY THE CONTRACTOR.
5. CONTRACTOR SHALL FILE A "CONTRACTOR'S LIABILITY AGREEMENT" PRIOR TO ISSUANCE OF PERMIT.
6. FRANCHISED UTILITIES (CITY OF AUSTIN, SOUTHERN UNION GAS, SOUTHWESTERN BELL, ETC.) ARE NOT REQUIRED TO PROVIDE A BOND OR PAY A PERMIT FEE IF THEY DO THE WORK WITH THEIR OWN WORK FORCE. CONTRACTORS WILL PAY A FEE OF $120.00
7. CONTRACTOR SHALL NOTIFY THE WILLIAMSON COUNTY UNIFIED ROAD SYSTEM AT LEAST 48 HOURS PRIOR TO START OF CONSTRUCTION AT (512)943-3330.
8. PLEASE DIRECT ANY QUESTIONS TO THE WILLIAMSON COUNTY UNIFIED ROAD SYSTEM AT (512)943-3330.

SEQUENCE OF CONSTRUCTION

1. INSTALL SILT FENCE PROTECTION.
2. INSTALL THE PROPOSED WATER LINES
3. PRESSURE TEST THE WATER LINES, STERILIZE AND MAKE CONNECTIONS.
4. RESTORE ALL DISTURBED AREAS AND REVEGETATE (IRRIGATE AS REQUIRED).
5. REMOVE EROSION CONTROLS FOLLOWING 85% GRASS GROW IN.

PLAN REVISIONS

NO.	DATE	DESCRIPTION	MADE BY

DESIGNED BY: SDK
DRAWN BY: TIM
CHECKED BY: SDK
APPROVED BY: SDK
SUBMITTAL:
DATE: Oct, 2023

S.D. KALLMAN, L.P.
Engineers and Environmental Consultants
TBPE Firm Registration No. F-516
1106 South Mays, Suite 101
Round Rock, Tx. 78664
Phone: (512) 218-4404
Fax: (512) 218-1668
www.sdkallman.com

FILE: PROJECT NO. 724-1833

WATER LINE RELOCATION PROJECT
ALONG COUNTY RD. 332
IN WILLIAMSON COUNTY, TEXAS
Lone Star Regional Water Authority - 12" W.L.
Jarrell/Schwertner WSC - 8" W.L.
Sonterra MUD - 12" W.L.

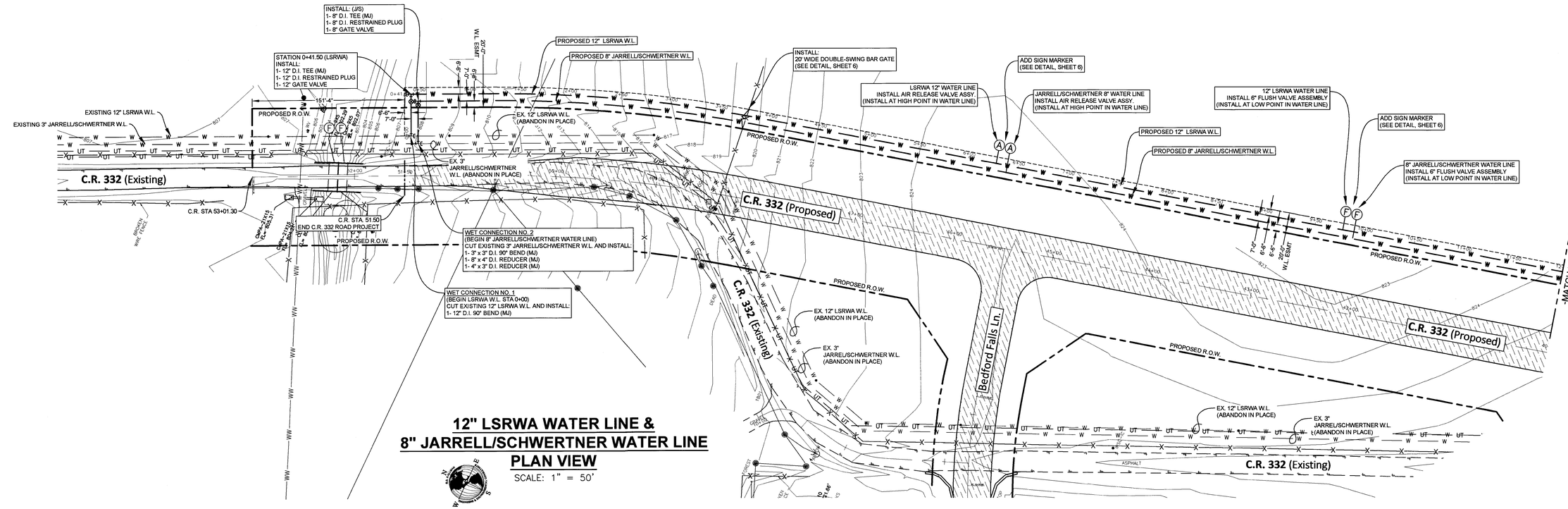
GENERAL NOTES

STATE OF TEXAS
STEVEN D. KALLMAN
40762
LICENSED PROFESSIONAL ENGINEER
11-03-2023

SHEET 2 OF 7

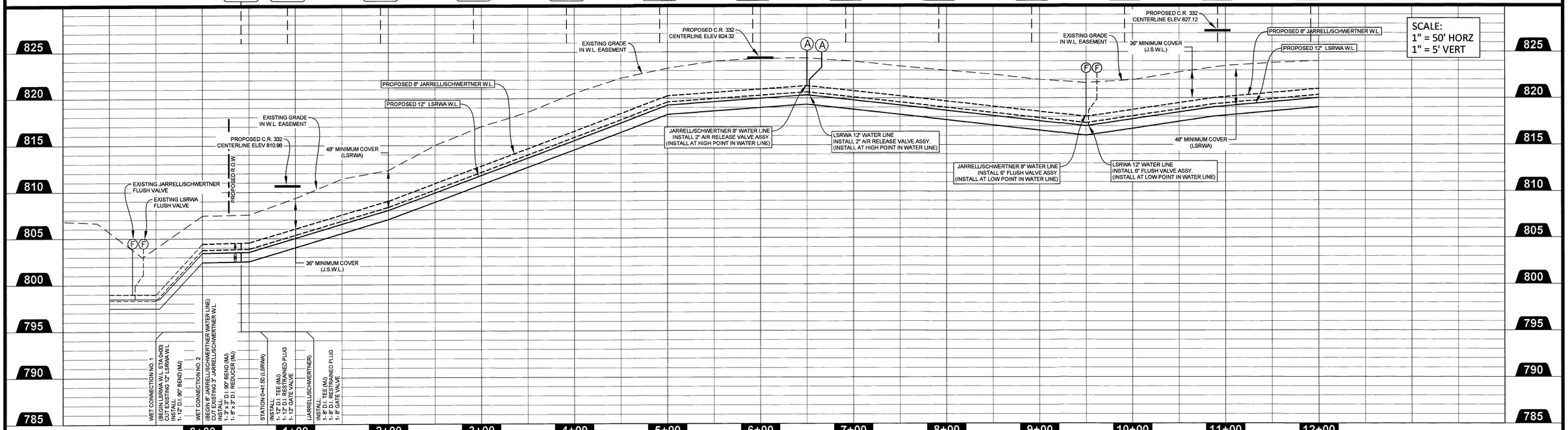
12" LSRWA WATER LINE &
8" JARRELL/SCHWERTNER WATER LINE
PLAN VIEW

SCALE: 1" = 50'



CR 332 CENTERLINE STATIONING

51+50 | 51+00 | 50+00 | 49+00 | 48+00 | 47+00 | 46+00 | 45+00 | 44+00 | 43+00 | 42+00 | 41+00 | 40+00



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FILE: Plan and Profile | PROJECT NO. 724-1833

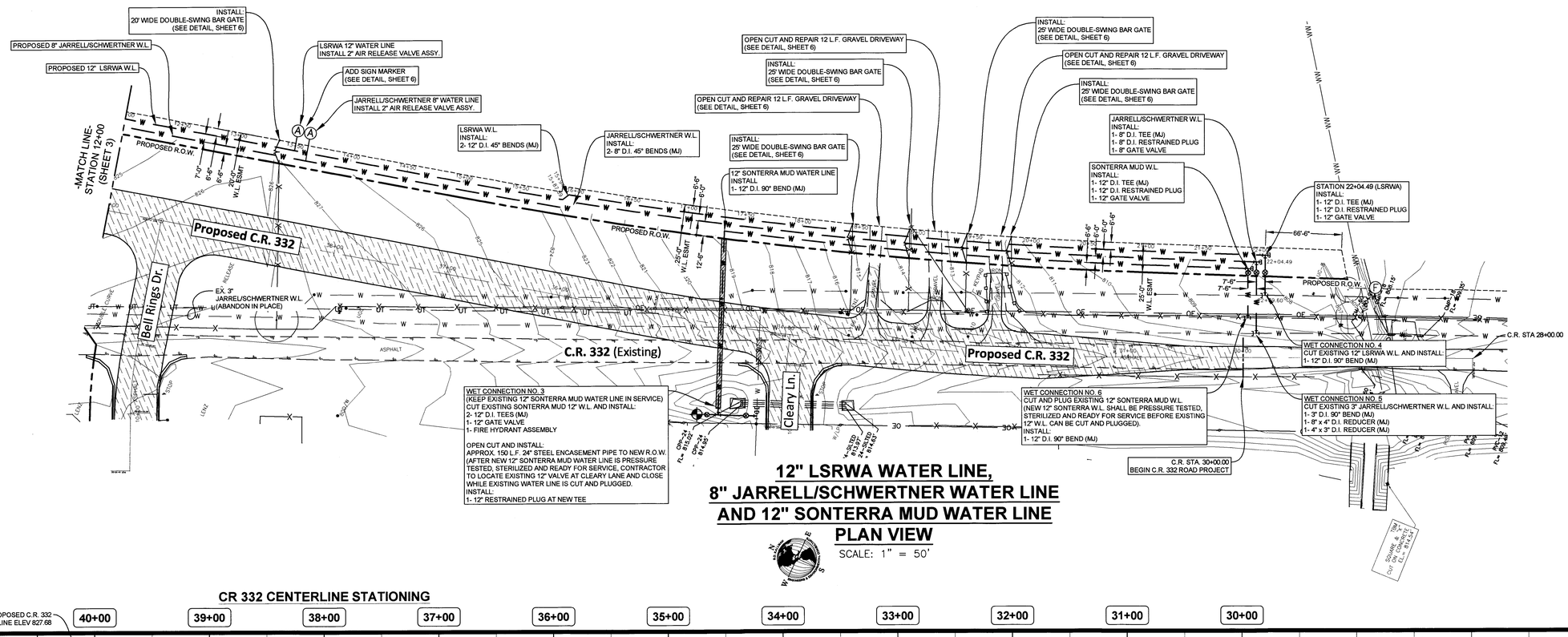
WATER LINE RELOCATION PROJECT
ALONG COUNTY RD. 332
IN WILLIAMSON COUNTY, TEXAS
Lone Star Regional Water Authority - 12" W.L.
Jarrell/Schwertner WSC - 8" W.L.
Sonterra MUD - 12" W.L.

PLAN AND PROFILE
STATION 0+00.00 TO 12+00.00

STATE OF TEXAS
STEVEN D. KALLMAN
40762
LICENSED PROFESSIONAL ENGINEER
11-03-23

SHEET 3 OF 7

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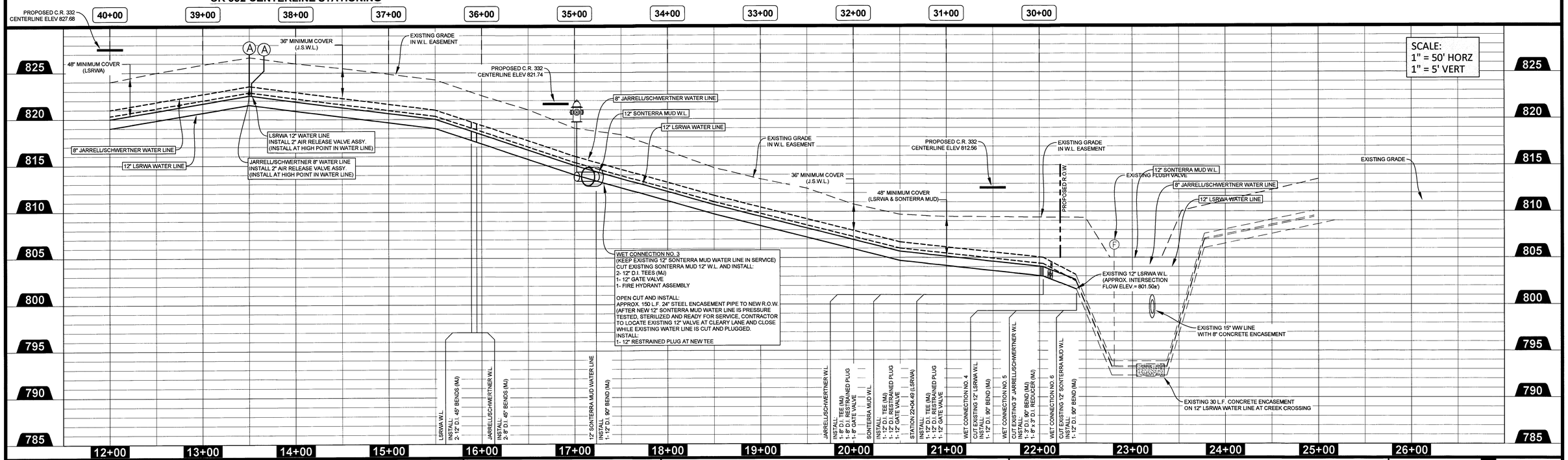


12" LSRWA WATER LINE, 8" JARRELL/SCHWERTNER WATER LINE AND 12" SONTERRA MUD WATER LINE

PLAN VIEW

SCALE: 1" = 50'

CR 332 CENTERLINE STATIONING



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APPROVED BY: SDK
SUBMITTAL:
DATE: Oct, 2023

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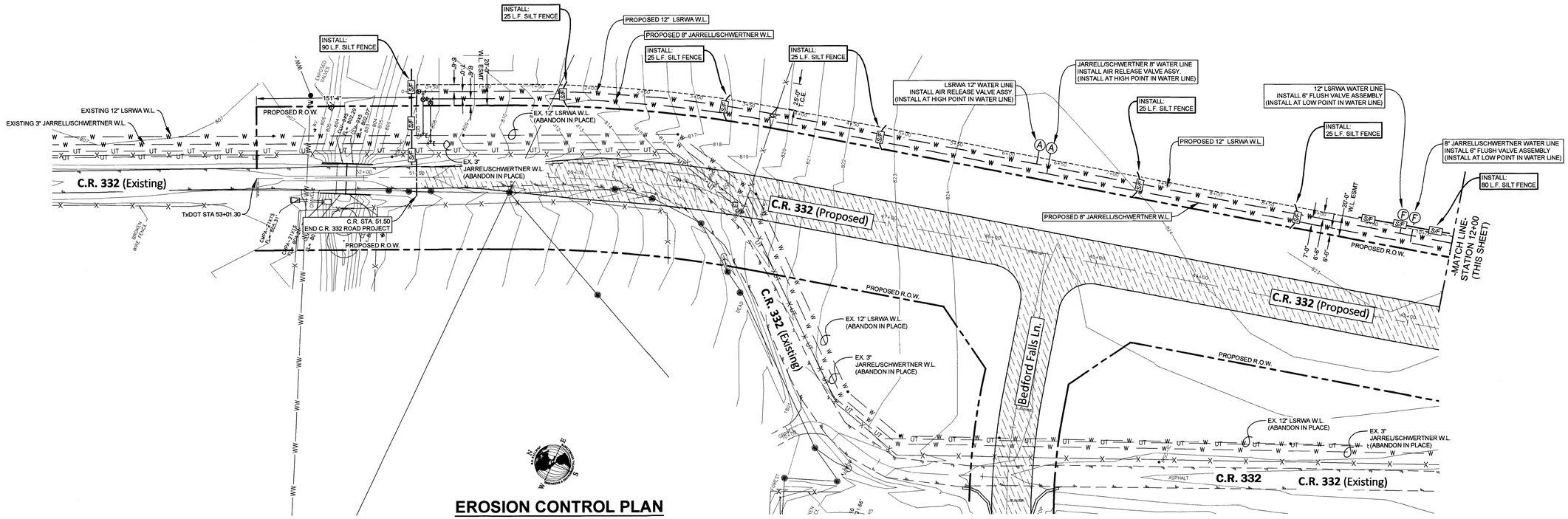
WATER LINE RELOCATION PROJECT
ALONG COUNTY RD. 332
IN WILLIAMSON COUNTY, TEXAS
Lone Star Regional Water Authority - 12" W.L.
Jarrell/Schwertner WSC - 8" W.L.
Sonterra MUD - 12" W.L.

PLAN AND PROFILE
STATION 12+00.00 TO 22+39.60

STATE OF TEXAS
STEVEN D. KALLMAN
40762
LICENSED
PROFESSIONAL ENGINEER
11-09-23

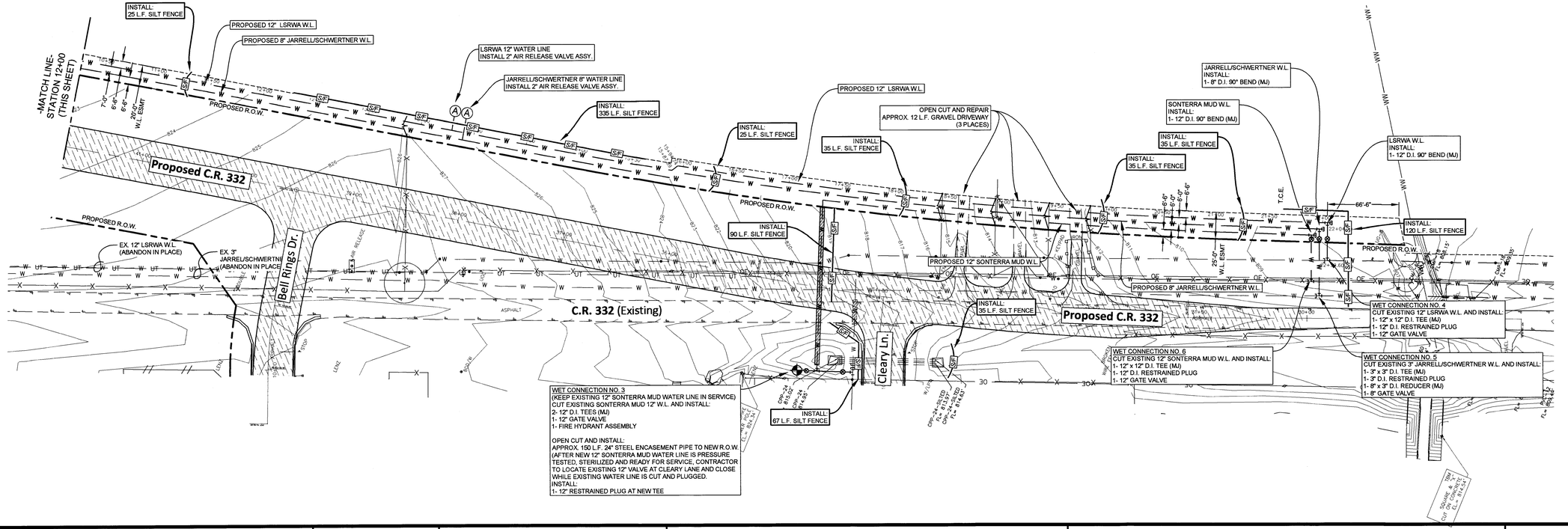
SHEET 4 OF 7

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EROSION CONTROL PLAN

SCALE: 1" = 50'



PLAN REVISIONS			
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APPROVED BY: SDK
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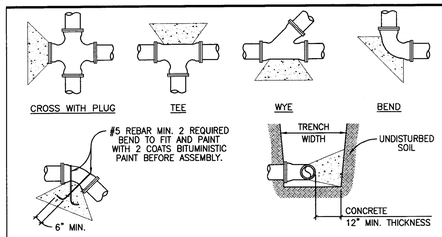
WATER LINE RELOCATION PROJECT
ALONG COUNTY RD. 332
IN WILLIAMSON COUNTY, TEXAS
Lone Star Regional Water Authority - 12" W.L.
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EROSION CONTROL PLAN

STATE OF TEXAS
STEVEN D. KALLMAN
40762
LICENSED PROFESSIONAL ENGINEER
11-09-23

SHEET 5 OF 7

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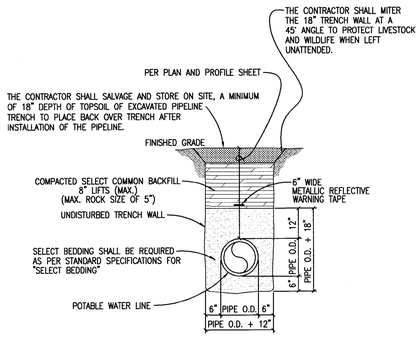
ALL THRUST BLOCKS SHALL BE FORMED. LAID FORMS SHALL BE INSPECTED BY THE INSPECTOR PRIOR TO THE POURING OF CONCRETE AND SHALL ALSO BE INSPECTED PRIOR TO COVERING. TYPICAL LOCATIONS WHICH REQUIRE CONCRETE REACTION (THRUST) BLOCKS, FOR PRESSURE MAINS FOUR INCHES (4") AND GREATER. CONCRETE SHALL HAVE 2500 P.S.I. MINIMUM STRENGTH AT TWENTY EIGHT (28) DAYS AND BEAR AGAINST UNDISTURBED STABLE SOILS, AREA OF CONTACT SHALL BE GOVERNED BY PIPE SIZE, MAXIMUM PRESSURE IN PIPE, AND BEARING CAPACITY OF SOIL. PROTECT FITTINGS, BOLTS, ETC. BY COVERING WITH VISQUEEN OR OTHER ACCEPTABLE MATERIAL. CONCRETE SHALL BE A MINIMUM OF TWELVE INCHES (12") THICK.

PIPE SIZE	THRUST BLOCK AREA REQUIRED	PIPE SIZE	THRUST BLOCK AREA REQUIRED	REMARKS
4"	2.0 SQ. FT.	18"	30.0 SQ. FT.	
6"	4.0 SQ. FT.	20"	37.0 SQ. FT.	VALUES ARE FOR 90° BENDS, BASED ON 2000 P.S.F. SAFE BEARING LOAD AND PIPE PRESSURE OF 150 P.S.I. PLUS 33% SAFETY FACTOR FOR OTHER SOILS AND PRESSURES, THE AREA REQUIRED IS IN DIRECT PROPORTION.
8"	6.6 SQ. FT.	24"	53.0 SQ. FT.	
10"	10.0 SQ. FT.	27"	80.0 SQ. FT.	
12"	14.0 SQ. FT.	30"	98.0 SQ. FT.	
14"	18.0 SQ. FT.	36"	127.0 SQ. FT.	
16"	24.0 SQ. FT.			

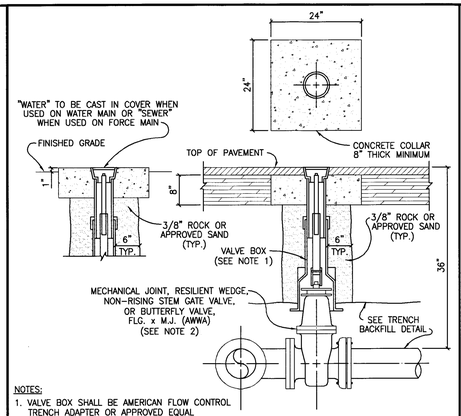
* THE ENGINEER OF RECORD SHALL CALCULATE THE SIZE OF THE DEADMAN REQUIRED AS WELL AS ANY INSTALLATION WHICH IS NOT COVERED BY THE ABOVE.

NOTES:
1. EBA-IRON MEGA-LUG RESTRAINTS SHALL BE USED ON ALL M.J. FITTINGS. WHERE STIFF CALICHE OR ROCK TRENCH BOTTOMS AND BANKS ARE NOT PRESENT, CONCRETE BLOCKING SHALL ALSO BE REQUIRED ON PIPE BENDS. ALL FITTINGS ON CSC PIPE SHALL BE WELDED AND CONCRETE BLOCKING SHALL BE REQUIRED.

TYPICAL THRUST BLOCKS FOR WATER AND FORCE MAINS
N.T.S.

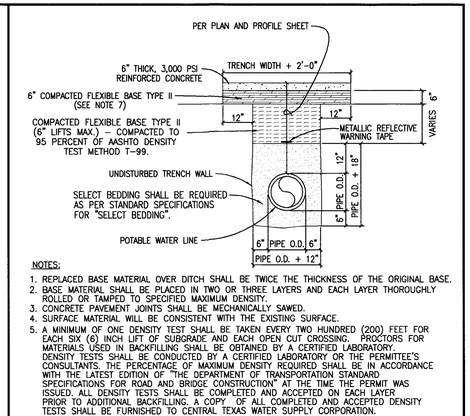


TRENCH AND EMBEDMENT DETAIL UNDER NON-PAVED AREAS
N.T.S.



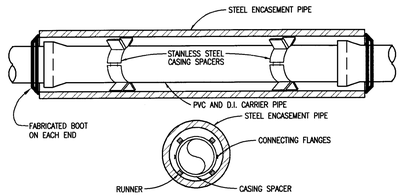
NOTES:
1. VALVE BOX SHALL BE AMERICAN FLOW CONTROL TRENCH ADAPTER OR APPROVED EQUAL HAVING AN ADJUSTABLE RANGE OF + OR - 6 INCHES FROM INSTALLED FINISH GRADE.
2. ACCEPTABLE GATE VALVES ARE:
   A. AMERICAN FLOW CONTROL - SERIES 2500
   B. MUELLER - 2360 SERIES
   C. CLOW
3. ACCEPTABLE BUTTERFLY VALVES ARE:

TYPICAL VERTICAL VALVE SETTING
N.T.S.



NOTES:
1. REPLACED BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE.
2. BASE MATERIAL SHALL BE PLACED IN TWO OR THREE LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO SPECIFIED MAXIMUM DENSITY.
3. CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
4. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
5. A MINIMUM OF ONE DENSITY TEST SHALL BE TAKEN EVERY TWO HUNDRED (200) FEET FOR EACH SIX (6) INCH LIFT OF SUBGRADE AND EACH OPEN CUT CROSSING. PROCTORS FOR MATERIALS USED IN BACKFILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OR THE PERMITTEE'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "THE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AT THE TIME THE PERMIT WAS ISSUED. ALL DENSITY TESTS SHALL BE COMPLETED AND ACCEPTED ON EACH LAYER PRIOR TO ADDITIONAL BACKFILLING. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO CENTRAL TEXAS WATER SUPPLY CORPORATION.
6. THESE SPECIFICATIONS MAY BE SUPERSEDED BY THE GOVERNING AGENCY.
7. FLEXIBLE BASE TYPE II: (ROADWAY BASE)
   TxDOT TYPE A - GRADE 2 OR BETTER CRUSHED LIMESTONE BASE COMPACTED TO 98% OF TxDOT 113E AT OPTIMUM MOISTURE. PROCTOR TO BE PROVIDED BY THE CONTRACTOR TO THE CITY INSPECTOR.
8. FLEXIBLE BASE TYPE II: (TRENCH BACKFILL)
   TxDOT TYPE A - GRADE 2 OR BETTER CRUSHED LIMESTONE BASE COMPACTED TO 95% OF TxDOT 113E AT OPTIMUM MOISTURE. PROCTOR TO BE PROVIDED BY THE CONTRACTOR TO THE CITY INSPECTOR.
9. CONTRACTOR OR ENGINEER MAY REQUEST FOR USE OF ALTERNATE BACKFILL MATERIAL. ALTERNATE MATERIALS AND TESTING PROTOCOL MUST BE SUBMITTED TO AND APPROVED BY THE COUNTY ENGINEER PRIOR TO USE.
10. ELIMINATE 6" THICK CONCRETE FOR GRAVEL DRIVEWAYS.

TRENCH AND EMBEDMENT AND PAVEMENT DETAIL UNDER EXISTING CONCRETE OR GRAVEL DRIVEWAYS
N.T.S.

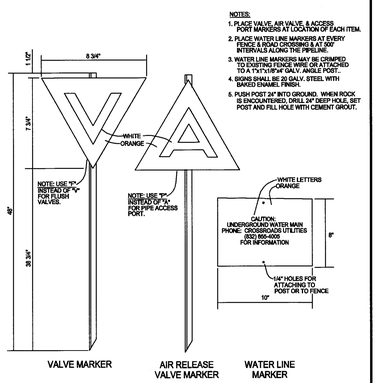


NOTES:
1. CASING SPACERS SHALL BE BOLT ON STYLE WITH A SHELL MADE IN TWO SECTIONS OF HEAVY T-304 STAINLESS STEEL. CONNECTING FLANGES SHALL BE RIBBED FOR EXTRA STRENGTH. CASING SPACERS SHALL BE MADE BY CASCADE WATERWORKS MFG. CO. OR APPROVED EQUAL.
2. CASING SPACERS SHALL HAVE RUNNERS MADE OF ULTRA HIGH MOLECULAR WEIGHT POLYMER, WITH A MINIMUM HEIGHT OF 2 INCHES.
3. DO NOT USE WEDGES BETWEEN TOP OF D.I.P. CARRIER PIPE AND INSIDE OF CASING TO KEEP PVC FROM MOVING.
4. PRIOR TO INSERTING D.I.P. CARRIER PIPE, ANY WATER SHOULD BE PUMPED OUT OF THE CASING PIPE SO THAT NO MORE THAN A FEW INCHES OF WATER REMAINS.
5. SPACERS WILL BE REQUIRED WITHIN AT LEAST 3 FEET FROM BOTH OPENINGS OF THE ENCASEMENT PIPE AND SPACED NO GREATER THAN 6 FEET THROUGHOUT THE ENCASEMENT PIPE.
6. CASING SPACERS WILL NOT BE PAID DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE APPROPRIATE BID ITEM FOR INSTALLING D.I.P. PIPE.
7. ENCASEMENT PIPE SHALL BE SMOOTH STEEL 35,000 PSI YIELD STRENGTH WITH THICKNESS ACCORDING TO THE FOLLOWING TABLE:

PIPE SIZE-CARRIER (DIAMETER)	PIPE SIZE-CASING (DIAMETER)(MIN.)	MINIMUM PIPE WALL THICKNESS (INCHES)	
6"	16"	1/4	0.2500
8"	18"	1/4	0.2500
10"	20"	5/16	0.3125
12" - 14"	24"	3/8	0.3750
16" - 18"	30"	7/16	0.4375
20"	36"	1/2	0.5000
24"	36"	1/2	0.5000
30"	48"	1/2	0.5000

8. CSC CARRIER PIPE WILL HAVE DONUTS CAST ON EXTERIOR OF PIPE FOR CASING INSTALLATION.

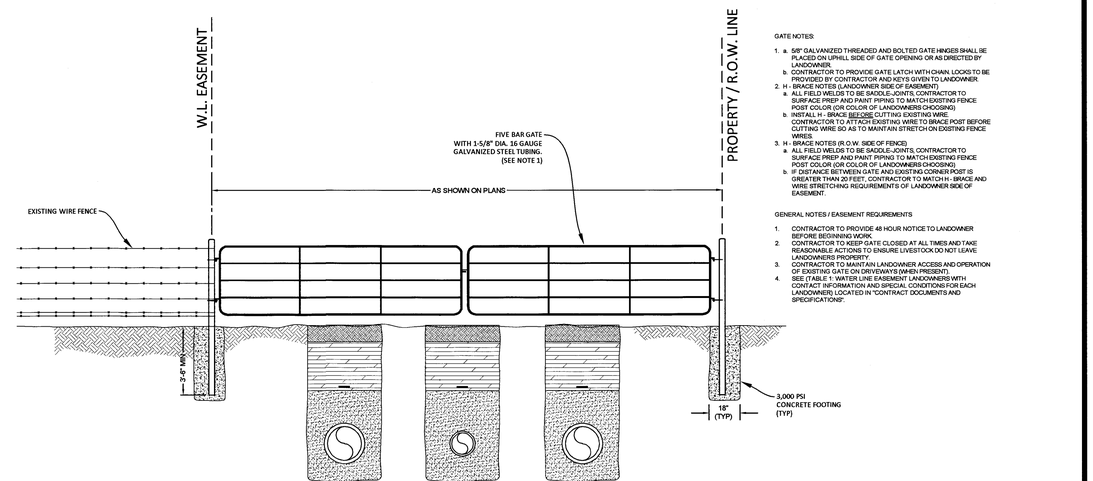
INSTALLATION OF CARRIER PIPE THROUGH CASING
N.T.S.



NOTES:
1. PLACE VALVE, AIR VALVE, & ACCESS PORT MARKERS AT LOCATION OF EACH ITEM.
2. PLACE WATER LINE MARKERS AT EVERY FENCE & ROAD CROSSING & AT 300' INTERVALS ALONG THE PIPELINE.
3. WATER LINE MARKERS MAY BE CRIMPED TO EXISTING FENCE WIRE OR ATTACHED TO A 1"x1"x 4'0"#14 GALV. ANGLE POST.
4. SIGNS SHALL BE 20 GALV. STEEL WITH BAKED ENAMEL FINISH.
5. PUSH POST 24" INTO GROUND. WHEN ROCK IS ENCOUNTERED, DRILL 24" DEEP HOLE, SET POST AND FILL HOLE WITH CEMENT GROUT.

MARKERS SHALL BE OBTAINED FROM: RURAL WATER SPECIALTY CO.
POST OFFICE BOX 927
TULSA, OKLAHOMA 74101
OR APPROVED EQUAL

MARKER DETAIL
N.T.S.



GATE NOTES:
1. a. 5/8" GALVANIZED THREADED AND BOLTED GATE HINGES SHALL BE PLACED ON UPHILL SIDE OF GATE OPENING OR AS DIRECTED BY LANDOWNER.
   b. CONTRACTOR TO PROVIDE GATE LATCH WITH CHAIN. LOCKS TO BE PROVIDED BY CONTRACTOR AND KEYS GIVEN TO LANDOWNER.
2. H - BRACE NOTES (LANDOWNER SIDE OF EASEMENT)
   a. ALL FIELD WELDS TO BE SADDLE-JOINTS. CONTRACTOR TO SURFACE PREP AND PAINT PIPING TO MATCH EXISTING FENCE POST COLOR (OR COLOR OF LANDOWNERS CHOOSING).
   b. INSTALL H - BRACE BEFORE CUTTING EXISTING WIRE. CONTRACTOR TO ATTACH EXISTING WIRE TO BRACE POST BEFORE CUTTING WIRE SO AS TO MAINTAIN STRETCH ON EXISTING FENCE WIRES.
3. H - BRACE NOTES (R.O.W. SIDE OF FENCE)
   a. ALL FIELD WELDS TO BE SADDLE-JOINTS, CONTRACTOR TO SURFACE PREP AND PAINT PIPING TO MATCH EXISTING FENCE POST COLOR (OR COLOR OF LANDOWNERS CHOOSING).
   b. IF DISTANCE BETWEEN GATE AND EXISTING CORNER POST IS GREATER THAN 20 FEET, CONTRACTOR TO MATCH H - BRACE AND WIRE STRETCHING REQUIREMENTS OF LANDOWNER SIDE OF EASEMENT.

GENERAL NOTES / EASEMENT REQUIREMENTS
1. CONTRACTOR TO PROVIDE 48 HOUR NOTICE TO LANDOWNER BEFORE BEGINNING WORK.
2. CONTRACTOR TO KEEP GATE CLOSED AT ALL TIMES AND TAKE REASONABLE ACTIONS TO ENSURE LIVESTOCK DO NOT LEAVE LANDOWNERS PROPERTY.
3. CONTRACTOR TO MAINTAIN LANDOWNER ACCESS AND OPERATION OF EXISTING GATE ON DRIVEWAYS (WHEN PRESENT).
4. SEE ITABLE 1: WATER LINE EASEMENT LANDOWNERS WITH CONTACT INFORMATION AND SPECIAL CONDITIONS FOR EACH LANDOWNER) LOCATED IN "CONTRACT DOCUMENTS AND SPECIFICATIONS".

FIVE BAR GATE DETAIL
N.T.S.

PLAN REVISIONS			
NO.	DATE	DESCRIPTION	MADE BY

DESIGNED BY: SDK
DRAWN BY: TIM
CHECKED BY: SDK
APPROVED BY: SDK
SUBMITTAL:
DATE: Oct, 2023

S.D. KALLMAN, L.P.
Engineers and Environmental Consultants
TBPE Firm Registration No. F-516
1106 South Mays, Suite 101
Round Rock, Tx. 78664
Phone: (512) 218-4404
Fax: (512) 218-1668
www.sdkallman.com

FILE: PROJECT NO. 724-1833

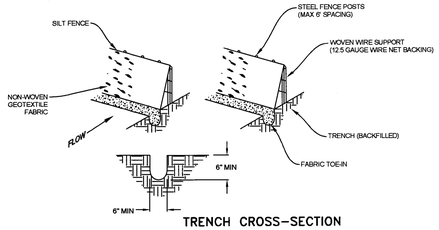
WATER LINE RELOCATION PROJECT
ALONG COUNTY RD. 332
IN WILLIAMSON COUNTY, TEXAS
Lone Star Regional Water Authority - 12" W.L.
Jarrell/Schwertner WSC - 8" W.L.
Sonterra MUD - 12" W.L.

GENERAL CONSTRUCTION DETAILS (Sheet 1 of 2)

STATE OF TEXAS
STEVEN D. KALLMAN
40762
LICENSED PROFESSIONAL ENGINEER
11-03-23

SHEET 6 OF 7

\\Dabosts\sdk\Workfile-2\724\833 CR 332\Job\Details.dwg, Model



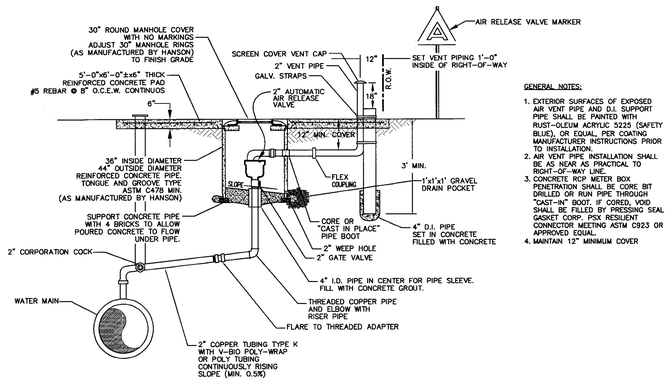
TRENCH CROSS-SECTION

GENERAL NOTES

1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF ONE FOOT.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWN SLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CAN NOT BE TRENCHED IN (E.G. PAVEMENT) WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POST.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE. REMOVAL OF SILT FENCE BY THE CONTRACTOR WILL BE DONE DURING ONE YEAR WARRANTY PERIOD. AT SUCH TIME AS DIRECTED BY THE ENGINEER.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

SILT FENCE DETAIL

N.T.S.

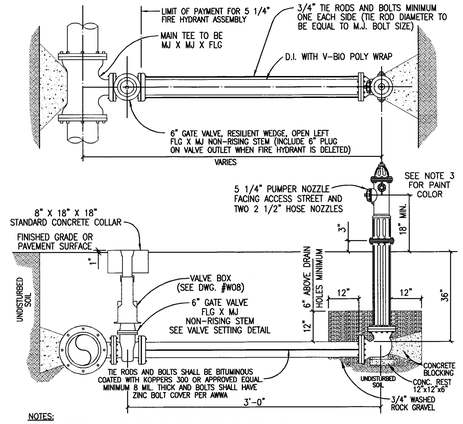


GENERAL NOTES:

1. EXTERIOR SURFACES OF EXPOSED AIR VENT PIPE AND D.I. SUPPORT PIPE SHALL BE PAINTED WITH RUST-OLEUM ACRYLIC 5225 (SAFETY BLUE), OR EQUAL, PER COATING MANUFACTURER INSTRUCTIONS PRIOR TO INSTALLATION.
2. AIR VENT PIPE INSTALLATION SHALL BE AS NEAR AS PRACTICAL TO RIGHT-OF-WAY LINE.
3. CONCRETE RCP METER BOX PENETRATION SHALL BE CORE BIT DRILLED OR RUN PIPE THROUGH "CAST-IN" BOOT. IF CORED, VOID SHALL BE FILLED BY PRESSING SEAL GASKET CORP. PSX RESILIENT CONNECTOR MEETING ASTM C923 OR APPROVED EQUAL.
4. MAINTAIN 12" MINIMUM COVER

2" AUTOMATIC AIR RELEASE VALVE DETAIL

N.T.S.

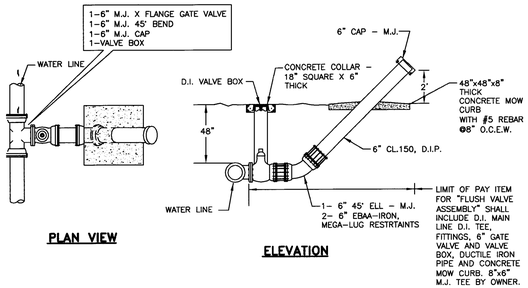


NOTES:

1. FIRE HYDRANT SHALL BE INSTALLED ON SAME SIDE OF ROAD AS WATER MAIN.
2. FIRE HYDRANT SHALL BE INSTALLED PLUMB AND TRUE.
3. ALL FIRE HYDRANT EXTERIORS SHALL BE FACTORY PRIMED AND PAINTED PER ENGINEERS INSTRUCTIONS.. USING A HIGH GRADE ENAMEL.
4. HEEL AND THRUST BLOCKS TO REST IN UNDISTURBED SOIL.
5. ACCEPTABLE FIRE HYDRANT IS: CLOW OR AMERICAN STANDARD

TYPICAL FIRE HYDRANT INSTALLATION

N.T.S.

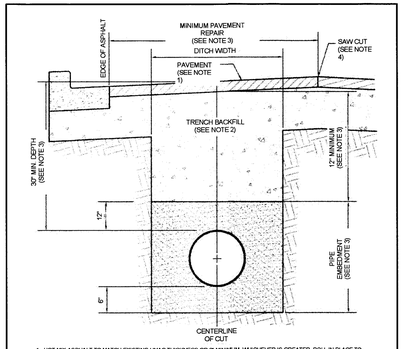


PLAN VIEW

ELEVATION

6" FLUSH VALVE ASSEMBLY

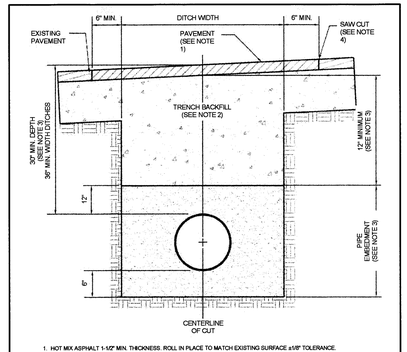
N.T.S.



1. HOT MIX ASPHALT TO MATCH EXISTING HMAC THICKNESS OR 2" MINIMUM, WHICHEVER IS GREATER. ROLL IN PLACE TO MATCH EXISTING SURFACE ±5/8" TOLERANCE
2. TRENCH BACKFILL SHALL BE FLEXIBLE BASE, COMPACTED TO 95% OPTIMUM IN 8" LAYERS UNLESS OTHERWISE APPROVED AND SPECIFIED. FLEXIBLE BASE TO MATCH EXISTING BASE THICKNESS OR 8", WHICHEVER IS GREATER (SPECIFICATIONS: TxDOT ITEM 247, TYPE A, GRADE 2)
3. PIPE EMBEDMENT (PIPE ENVELOPE) SIZE AND MATERIALS SHALL BE AS SPECIFIED ELSEWHERE BY UTILITY COMPANY AND/OR ITS ENGINEERS. PIPE DEPTH SHALL BE AS SPECIFIED ELSEWHERE PROVIDED THAT MINIMUM DEPTHS ARE MET.
4. SAW CUT SHALL BE MADE PRIOR TO DITCH CUT. IF PAVEMENT IS DAMAGED DURING CUT, A NEW SAW CUT SHALL BE MADE BEYOND THE DAMAGED AREA AND NEW PAVEMENT PLACED.
5. DAMAGE BEYOND THE CENTERLINE REQUIRES REPAIR OVER ENTIRE ROADWAY WIDTH.

PARALLEL UTILITY CUT DESIGN IN WILLIAMSON COUNTY R.O.W.

N.T.S.



1. HOT MIX ASPHALT 1-1/2" MIN. THICKNESS. ROLL IN PLACE TO MATCH EXISTING SURFACE ±5/8" TOLERANCE.
2. TRENCH BACKFILL SHALL BE FLEXIBLE BASE, COMPACTED TO 95% OPTIMUM IN 8" LAYERS UNLESS OTHERWISE APPROVED AND SPECIFIED. FLEXIBLE BASE TO MATCH EXISTING BASE THICKNESS OR 8", WHICHEVER IS GREATER (SPECIFICATIONS: TxDOT ITEM 247, TYPE A, GRADE 2)
3. PIPE EMBEDMENT (PIPE ENVELOPE) SIZE AND MATERIALS SHALL BE AS SPECIFIED ELSEWHERE BY UTILITY COMPANY AND/OR ITS ENGINEERS. PIPE DEPTH SHALL BE AS SPECIFIED ELSEWHERE PROVIDED THAT MINIMUM DEPTHS ARE MET.
4. SAW CUT SHALL BE MADE PRIOR TO DITCH CUT. IF PAVEMENT IS DAMAGED DURING CUT, A NEW SAW CUT SHALL BE MADE BEYOND THE DAMAGED AREA AND NEW PAVEMENT PLACED.
5. WHERE ROADSIDE DITCHES (BAR DITCHES) ARE CROSSED BY THE UTILITY PIPE, MINIMUM DEPTH TO THE TOP OF THE PIPE FROM THE CENTERLINE ROAD ELEVATION WILL BE 36".

PERPENDICULAR UTILITY CUT DESIGN IN WILLIAMSON COUNTY R.O.W.

N.T.S.

PLAN REVISIONS			
NO.	DATE	DESCRIPTION	MADE BY

DESIGNED BY: SDK
DRAWN BY: TIM
CHECKED BY: SDK
APPROVED BY: SDK
SUBMITTAL:
DATE: Oct, 2023

S.D. KALLMAN, L.P.
Engineers and Environmental Consultants
TBPE Firm Registration No. F-516
1106 South Mays, Suite 101
Round Rock, Tx. 78664
Phone: (512) 218-4404
Fax: (512) 218-1668
www.sdkallman.com

FILE: PROJECT NO. 724-1833

WATER LINE RELOCATION PROJECT
ALONG COUNTY RD. 332
IN WILLIAMSON COUNTY, TEXAS
Lone Star Regional Water Authority - 12" W.L.
Jarrell/Schwertner WSC - 8" W.L.
Sonterra MUD - 12" W.L.

GENERAL CONSTRUCTION DETAILS
(Sheet 2 of 2)

STATE OF TEXAS
STEVEN D. KALLMAN
40762
LICENSED PROFESSIONAL ENGINEER
11-03-23

SHEET OF
7
7

Exhibit “C”

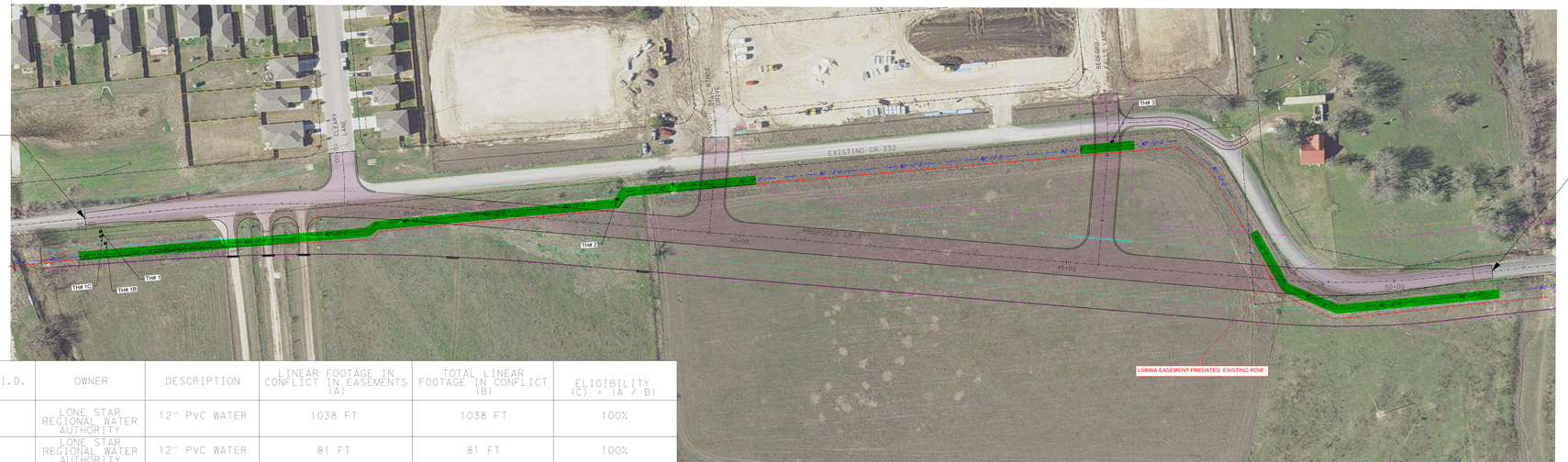
Easements

EXHIBIT C

LSWRA 12" WATER AND METERS IN CONFLICT WITH PROPOSED PAVEMENT AND DITCH CUTS (5A,5B)
1038 FT

LSWRA 12" WATER IN CONFLICT WITH PROPOSED PAVEMENTS AND DITCH CUTS (5C)
76 FT

PROJECT START
STA. 30+00.00



PROJECT END
STA. 51+50.00

CONFLICT I.D.	OWNER	DESCRIPTION	LINEAR FOOTAGE IN CONFLICT IN EASEMENTS (A)	TOTAL LINEAR FOOTAGE IN CONFLICT (B)	ELIGIBILITY (C) = (A / B)
5A,5B	LONE STAR REGIONAL WATER AUTHORITY	12" PVC WATER	1038 FT	1038 FT	100%
5C	LONE STAR REGIONAL WATER AUTHORITY	12" PVC WATER	81 FT	81 FT	100%
5E	LONE STAR REGIONAL WATER AUTHORITY	12" PVC WATER	363 FT	363 FT	100%
		SUM OF LINEAR FOOTAGE	1482 FT	1482FT	100%

LSRWA 12" WATER IN CONFLICT WITH PROPOSED PAVEMENT & DITCH CUTS (5E)
363 FT

0 50' 100'
SCALE: 1"=50'

LEGEND

- PROPOSED ROW
- EXISTING ROW
- PROPOSED ROADWAY
- EXISTING ROADWAY
- EXISTING EASEMENT
- DRAINAGE
- FENCE LINE
- PROPERTY LINE
- PROPOSED PROJECT AREA

LVL B LVL C/D

EXISTING WATER:

- LONESTAR WATER 12"
- ELIGIBLE FOR REIMBURSEMENT

QUALITY LEVELS
Quality Level D- Existing Records: Utilities are plotted from review of available records.
Quality Level C- Surface Visible Feature Survey: Quality Level D information from existing records is correlated with surveyed surface-visible features.
Quality Level B- Designate two-dimensional horizontal maps/CAD: Information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to appropriate survey control. Utility exhibits are for information only.

WILLIAMSON COUNTY
1848

CobbFendley
TBPELS Firm Registration No. F-274
505 East Huntland Drive, Suite 100
Austin, Texas 78752
512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

PROPOSED CR 332
LONE STAR REGIONAL
WATER AUTHORITY
ELIGIBILITY

DESIGN BY:	EK	SCALE: HORIZONTAL: 1"=50'
DRAWN BY:	EK	
CHECKED BY:	BK	
APPROVED BY:	HS	
PROJECT NO:	1907-05-099	SHEET: 1 OF 1
DATE:	6/5/2023	

6/5/2023 2:30 PM
G:\LSRA\2019\A\0308801.WIP\1 Commission\Drawings\2023\Revised Exhibits\CR 332 Proj Segments\Exhibits\CR-332w(CR-F) (Exhibit) Revised.dwg

Commissioners Court - Regular Session **71.**

Meeting Date: 12/19/2023

Transportation Reinvestment Zone Order

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Order Calling for the Establishment of Transportation Reinvestment Zone Number One, County of Williamson.

Background

Fiscal Impact

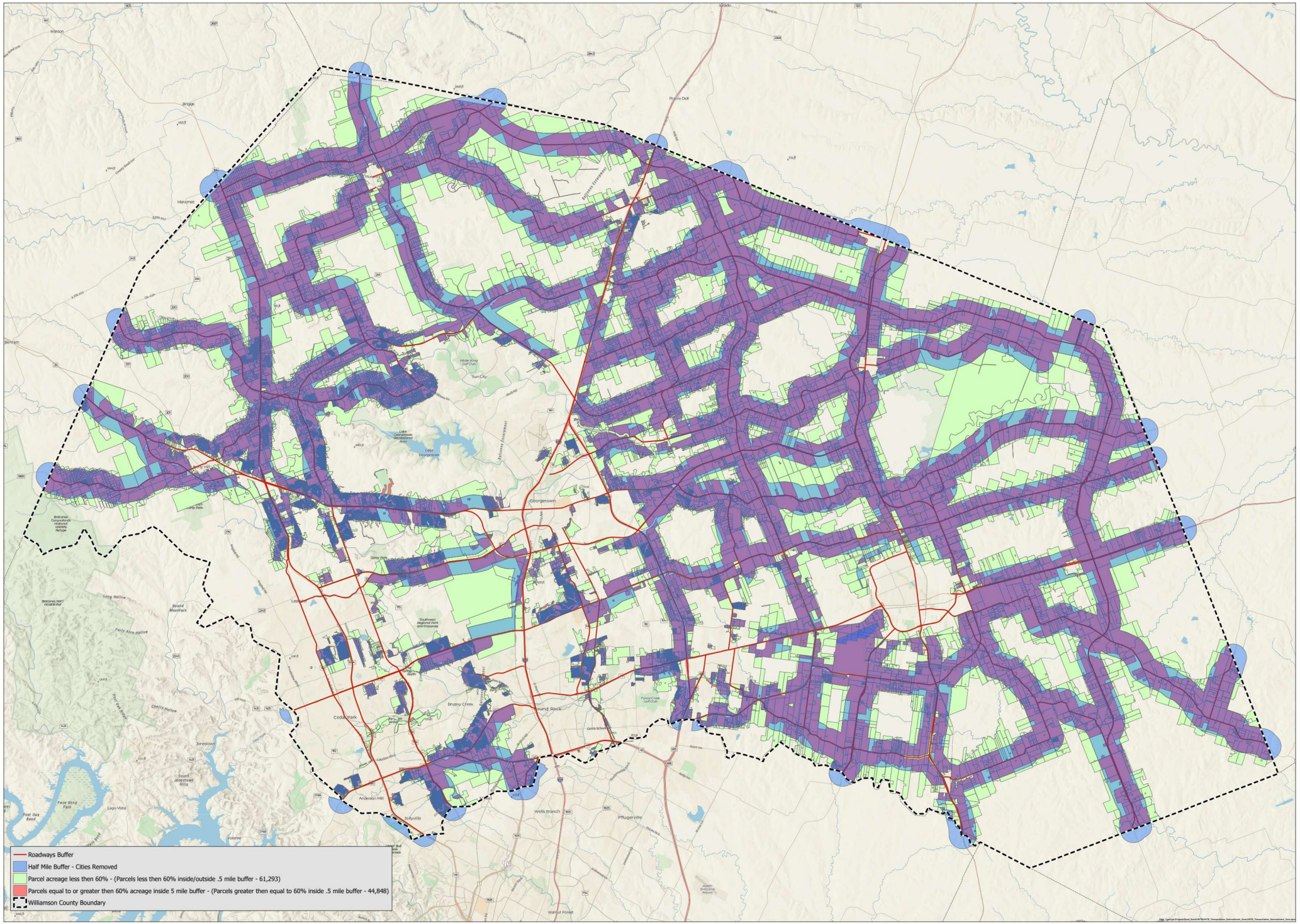
From/To	Acct No.	Description	Amount

Attachments

MAP

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 11:52 AM
Form Started By: Charlie Crossfield		Started On: 12/13/2023 05:15 PM
Final Approval Date: 12/14/2023		



Transportation Reinvestment Zone Number One

Williamson County Texas

WILCO TEXAS

This data is for general planning purposes only. The basemap conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.

Date Exported: 12/14/2023 12:12 PM
Data Source:
Parcels - Williamson Central Appraisal District (WCAD)
Hall Mile Buffer - HNTB
Roadways Buffer - HNTB

Commissioners Court - Regular Session **72.**

Meeting Date: 12/19/2023

Ronald Reagan Widening Interlocal Agreement with the City of Georgetown

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement for Completing Design Services and Construction Related to Water Line Improvements along Ronald Reagan Blvd. with the City of Georgetown. Funding Source: Road Bonds P336

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 09:21 AM
Form Started By: Charlie Crossfield		Started On: 12/13/2023 05:15 PM
Final Approval Date: 12/14/2023		

INTERLOCAL AGREEMENT FOR COMPLETING DESIGN SERVICES AND CONSTRUCTION RELATED TO WATER LINE IMPROVEMENTS ALONG RONALD REAGAN BOULEVARD

THIS INTERLOCAL AGREEMENT for design services and construction ("Agreement") is entered into between the county of Williamson County, Texas, a Texas political subdivision (the "County") and the City of Georgetown, a Texas home-rule municipality ("Georgetown"). In this Agreement, the County and Georgetown are sometimes individually referred to as "Party" and collectively referred to as "the Parties."

WHEREAS, the County is making roadway improvements to Ronald Reagan Boulevard from FM 3405 to SH 29 ("Ronald Reagan Widening Project"); and

WHEREAS, this project involves relocation of approximately 8,300 linear feet of water line owned by Georgetown ("Water Line Relocation"); and

WHEREAS, it is currently estimated that the County is responsible for 59.7% of the costs of design and construction of the Water Line Relocation, and Georgetown is responsible for 40.3% of the costs; and

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and Georgetown agree as follows:

I. DESIGN, CONSTRUCTION AND REIMBURSEMENT

1.01 County Obligations. The County shall be responsible for all costs associated with the preliminary and final design, construction bidding, construction, and project management and all other costs related to the Water Line Relocation. The proposed Water Line Relocation improvements shall be as shown in the Water Line Relocations Design Plans ("Water Line Relocation") attached hereto as Exhibit "A" and the Preliminary Engineer's Opinion of Probable Construction Costs ("Opinion of Probable Construction Costs"), attached hereto as Exhibit "B". All plans and specifications, including any amendments, for the Water Line Relocation improvements shall be reviewed and approved by Georgetown prior to construction. County agrees that no water lines related to the Water Line Relocation will be removed from service between March 1 and November 30 of any year.

1.02 Georgetown Obligations. Georgetown shall be responsible for 40.3% percent all costs related to the design (currently estimated as $437,000) and construction of the Water Line Relocation based on the Opinion of Probable Construction Costs (currently estimated as $5,016,000) as shown on Exhibit "B", (the "Opinion of Probable Construction Costs"). The City shall inspect the Waterline Relocation during construction and perform any required testing. Upon County's approval of each invoice for construction or design services related to Water Line Relocation, the County shall submit the invoice to Georgetown. Georgetown agrees to pay County within thirty (30) days after receipt of the invoice and pursuant to the Texas Prompt Payment Act.

Payments made by Georgetown pursuant to this Agreement shall be made from current revenues available to Georgetown.

1.03 Operation and Maintenance After Acceptance. Georgetown agrees to be responsible for the operation and maintenance of the relocated water line after completion and acceptance by Georgetown. Upon Georgetown's acceptance of the relocated water line, the County shall execute an instrument of conveyance in such form as may be reasonably acceptable to the City conveying the relocated water line to the City. If any components of the water line require repair, replacement or relocation within the right-of-way owned by the County, any such repair, replacement or relocation shall be approved by the County in advance.

1.04 Replacement Easements. The County will be responsible for all costs to acquire replacement easements needed for the Water Line Relocation at the locations shown on Exhibit "C", attached hereto. Said replacement easements will be acquired as soon as possible, but any water lines that do not need to be relocated for the current phase of the Ronald Reagan Widening Project will remain in their current easements with all easement rights continuing. Georgetown acknowledges that some or all of the easements for the existing lines will lie within the new dedicated right of way for Ronald Reagan Boulevard and agrees no new easements will be granted for the existing lines. Replacement easements will be in a form approved by Georgetown in advance of acquisition and include all of the rights and privileges in the existing easements being replaced. When the Water Line Relocation is completed, the existing water lines will be abandoned in place and Georgetown will vacate all easements for the existing water lines on request.

1.05 Insurance, Bonds and Warranties. The Water Line Relocation shall be jointly bid and constructed with the Ronald Reagan Widening project. The County shall require the contractor for the Water Line Relocation project to name Georgetown as an additional insured on any policies related to the Water Line Relocation. The County shall require all performance and maintenance bonds in favor of Georgetown in amounts satisfactory to Georgetown. All applicable warranties shall be transferred to Georgetown upon Georgetown's acceptance of the relocated water line pursuant to the Waterline Relocation.

II. GENERAL PROVISIONS

2.01 NO LIABILITY OR WARRANTY OF SERVICES. GEORGETOWN AGREES AND ACKNOWLEDGES THAT THE COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT OR CONSTRUCTION AGREEMENT. GEORGETOWN AGREES AND ACKNOWLEDGES THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT GEORGETOWN MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY GEORGETOWN, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER GEORGETOWN RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.

2.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Water Line Relocation and acceptance of the public improvements by Georgetown.

2.03 Default and Remedies. If Georgetown fails to pay for Services under this Agreement or otherwise fails to comply with any of the terms or provisions of this Agreement, and continues such failure for thirty (30) days after the County provides written notice to cure, Georgetown shall be deemed to be in default under this Agreement, and the County may seek any remedy at law or in equity, including the right of specific performance. In the event that the County fails to comply with any of the terms or provisions of this Agreement and continues such failure for thirty (30) days after the City provides written notice to cure, the County shall be deemed to be in default under this Agreement, and Georgetown may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.

2.04 Authority. This Agreement is entered, in part, pursuant to the authority of the Interlocal Cooperation Act, Texas Government Code Chapter 791 (the "Act"). The provisions of the Act are incorporated in this Agreement and this Agreement shall be interpreted in accordance with the Act.

2.05 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been included.

2.06 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

2.07 Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter of this Agreement. No promise, statement or representation that is not expressly stated in this Agreement has been made by any Party to induce execution of this Agreement.

2.08 Amendments. Any amendment of this Agreement shall be in writing and will be effective if signed by the authorized representative of each Party.

2.09 Waiver. Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future.

2.10 Independent Relationship. Each Party, 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 purpose.

2.11 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 either Party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity.

2.12 No Third Party Beneficiaries. This Agreement is entered into for the sole and exclusive benefit of the Parties. Nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring any rights, benefits, remedies, or claims upon any other person or entity.

2.13 No Assignment. This Agreement may not be assigned in whole or in part by either Party.

2.14 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

2.15 Notices. Notices given under this Agreement will be effective if forwarded to a Party by hand-delivery, transmitted to a Party by confirmed fax or deposited with the U.S. Postal Service, certified mail, postage prepaid, to the address of the Party indicated below:

GEORGETOWN: P.O. Box 409, Georgetown, Texas 78627
300-1 Industrial Ave, Georgetown, Texas 78626
Attn: City Manager
Telephone: (512) 930-3652
Facsimile: (512) 930-3559
Email: david.morgan@georgetown.org

COUNTY: 710 S. Main Street, Georgetown, Texas 78626
Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

Either Party may from time to time designate any other address for notice by written notice to the other Party.

2.16 Exhibits. The following Exhibits are attached to this Agreement and incorporated by reference:

Exhibit A – Water Line Relocation Plans
Exhibit B – Engineer's Opinion of Probable Construction Cost Based
Exhibit C – Replacement Easement Diagram

2.17 Counterparts; Effect of Partial Execution. This Agreement may be executed in counterparts each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

2.18 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

2.19 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Shroeder, Mayor

ATTEST:

By: Robyn Densmore
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, First Assistant City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 12 day of December, 2023, by Josh Schroeder as Mayor of the City of Georgetown, a Texas home-rule city, on behalf of said city.

KAREN FROST
Notary ID # 1053608-4
My Commission Expires
May 24, 2024

Karen Frost
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By:_____
William Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2023, by William Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

EXHIBIT A
Water Line Relocation Design Plans

INDEX OF SHEETS

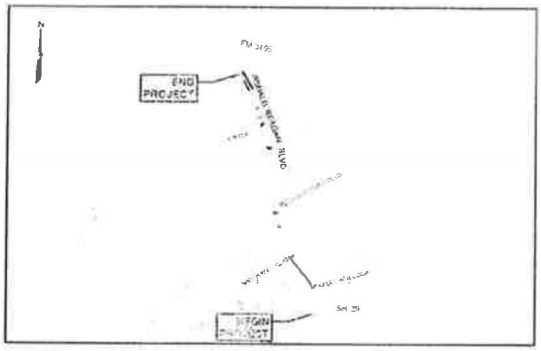
WILLIAMSON COUNTY

WILLIAMSON COUNTY
RONALD REAGAN BOULEVARD WIDENING
WATER LINE RELOCATIONS
100% DESIGN

TOTAL LENGTH OF PROJECT: 8,335 LF

PROJECT LIMITS: RONALD REAGAN BLVD FROM W STATE HWY 29 TO FM 3405

CONSTRUCTION OF 8", 12", 18", AND 24" MAIN, 6" FIRE HYDRANT LEADS, AND 2" SERVICE WATER LINE. 24", 30", AND 42" STEEL ENCASEMENT INSTALLED VIA OPEN TRENCH AND JACK/BORE, REQUIRED APPURTENANCES, AND CONNECTIONS TO THE EXISTING 2", 18", AND 24" WATER LINES.



VICINITY MAP
(NOT TO SCALE)

OWNER INFORMATION

OWNER:
CITY OF GEORGETOWN, TEXAS
300 INDUSTRIAL AVENUE
GEORGETOWN, TEXAS 78626

CONTACT:
CHRIS POUSSON
512-930-8162

DESIGNER:
COBB FENDLEY
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752

CONTACT:
KRISTEN VAN HOOSIER, P.E.
512-646-4326

100% SUBMITTAL
NOT FOR
CONSTRUCTION

SUBMITTED FOR APPROVAL

INTERIM REVIEW
Not intended for construction, bidding or permit purposes
Engineer: KRISTEN VAN HOOSIER
P.E. Serial No.: 116410
Date: 10/30/2019

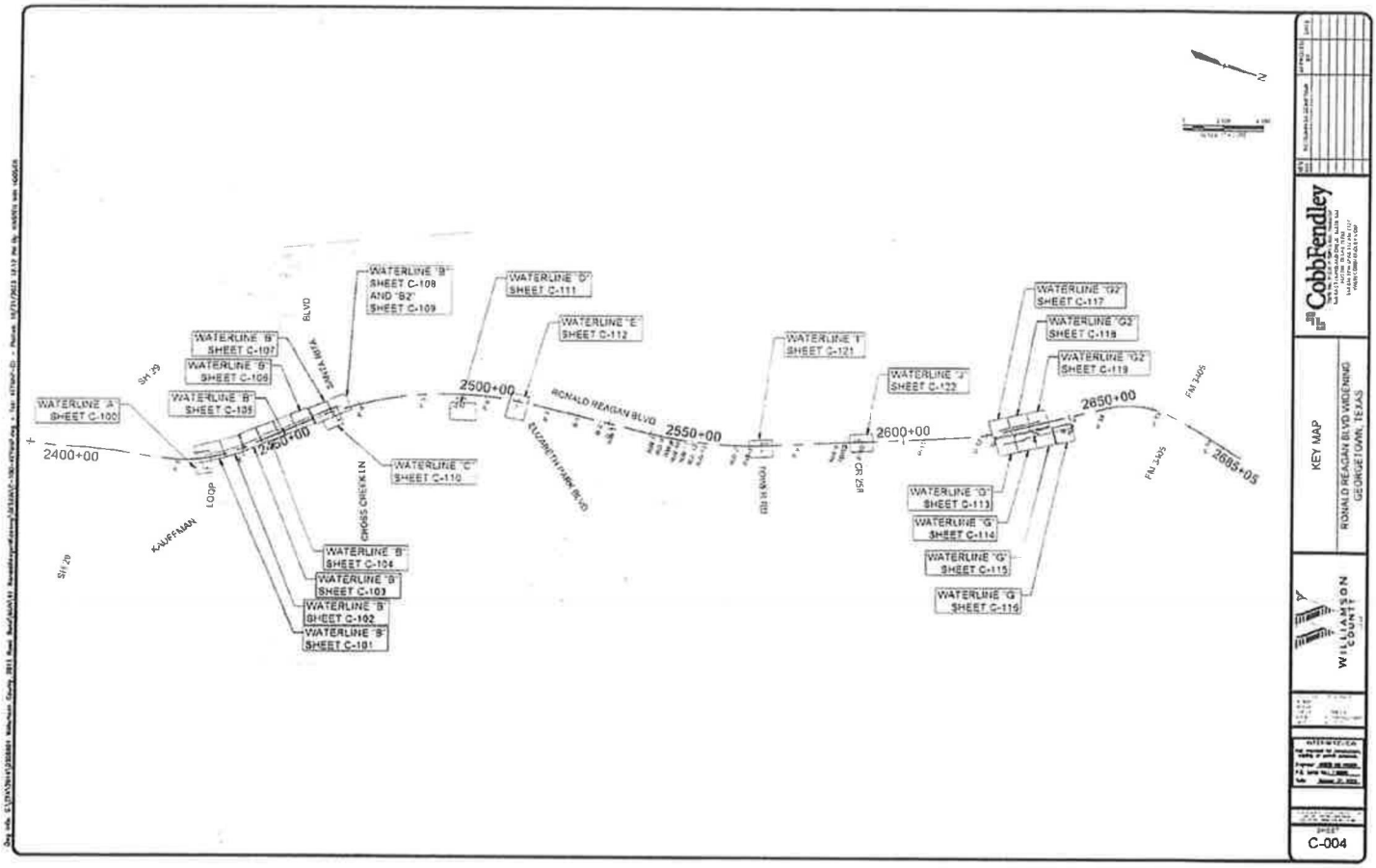
OCTOBER 31, 2019
KRISTEN VAN HOOSIER, P.E. — DATE
COBB FENDLEY, INC.

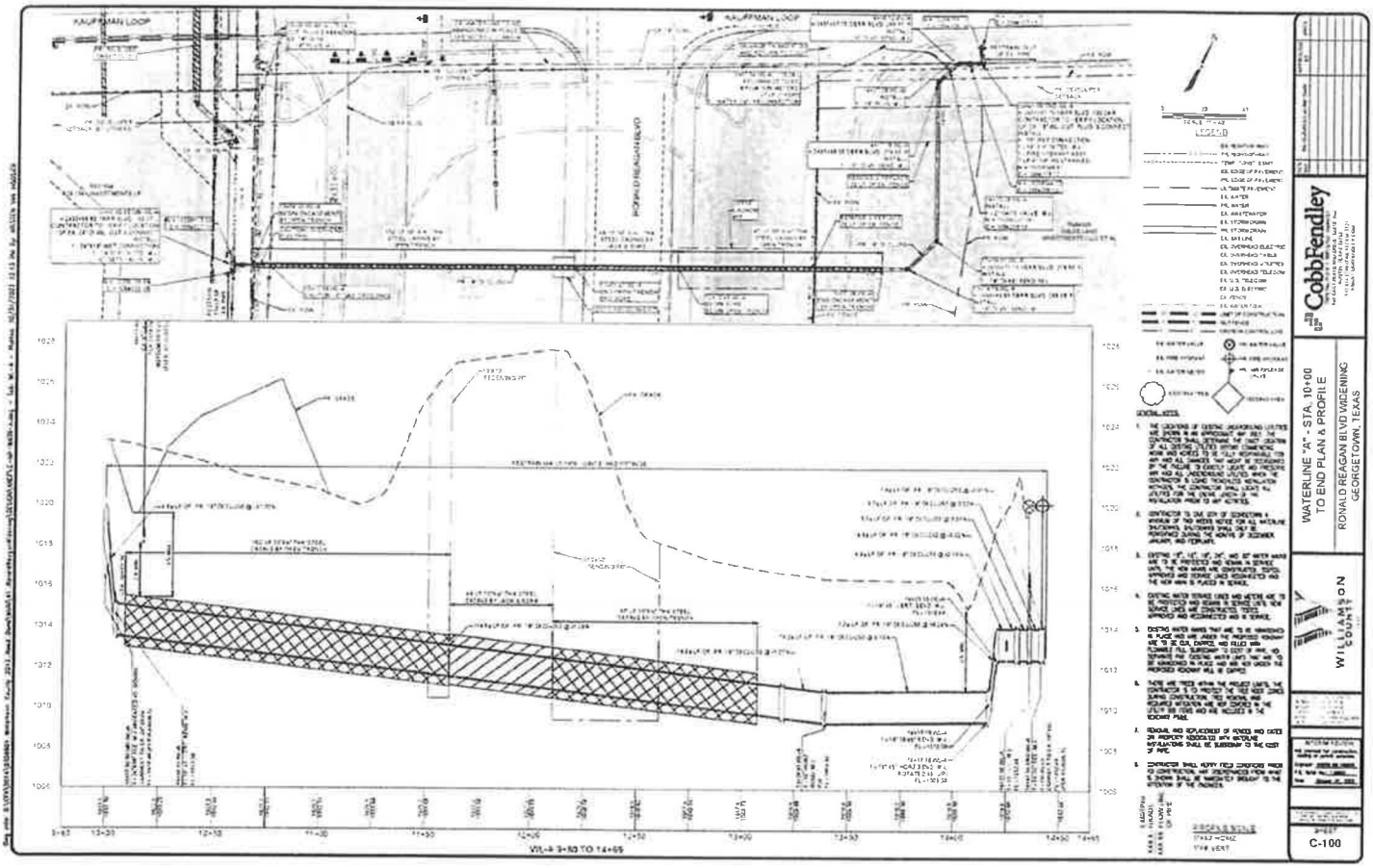
APPROVALS

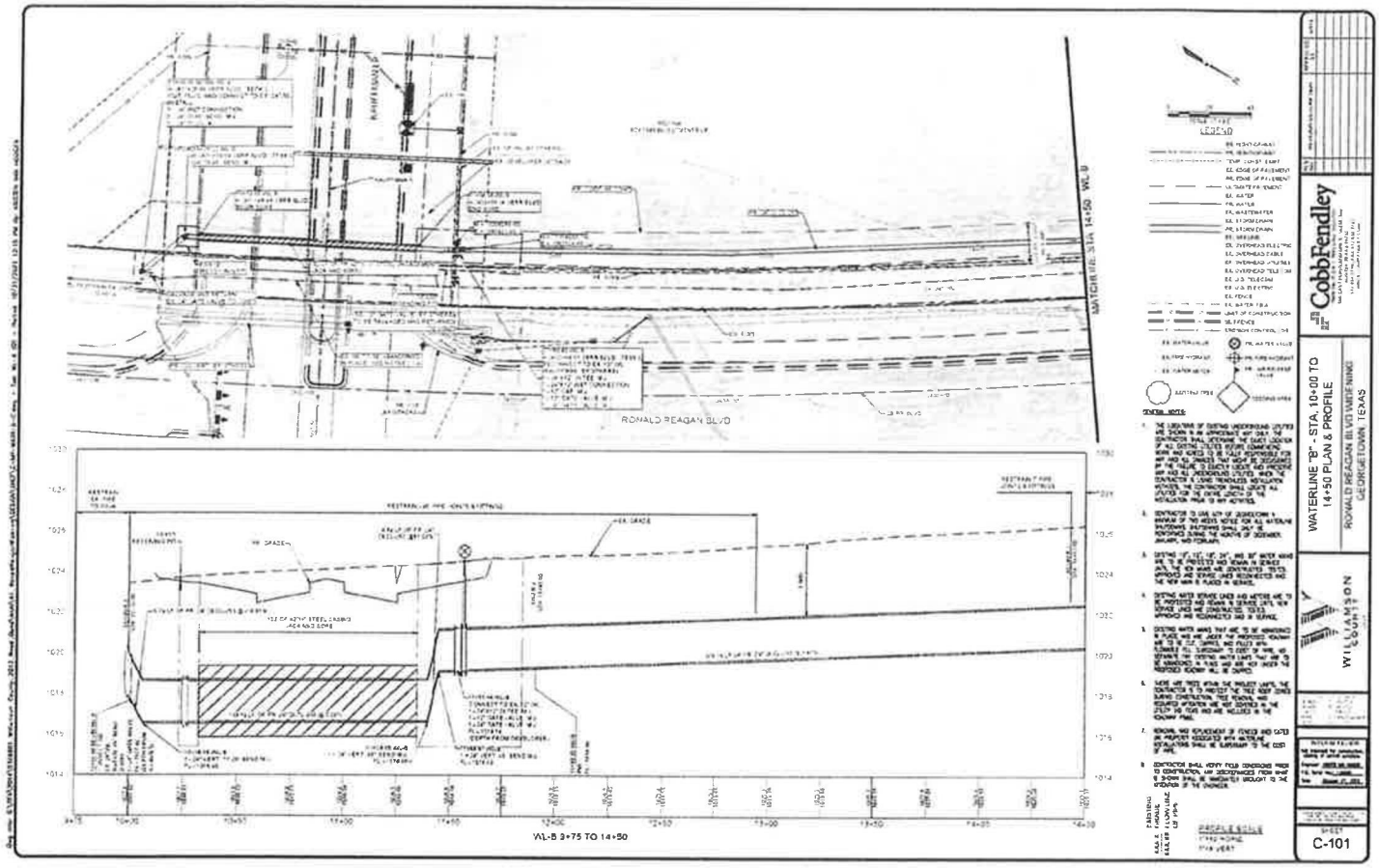
CHRIS POUSSON — DATE
CITY OF GEORGETOWN, TEXAS

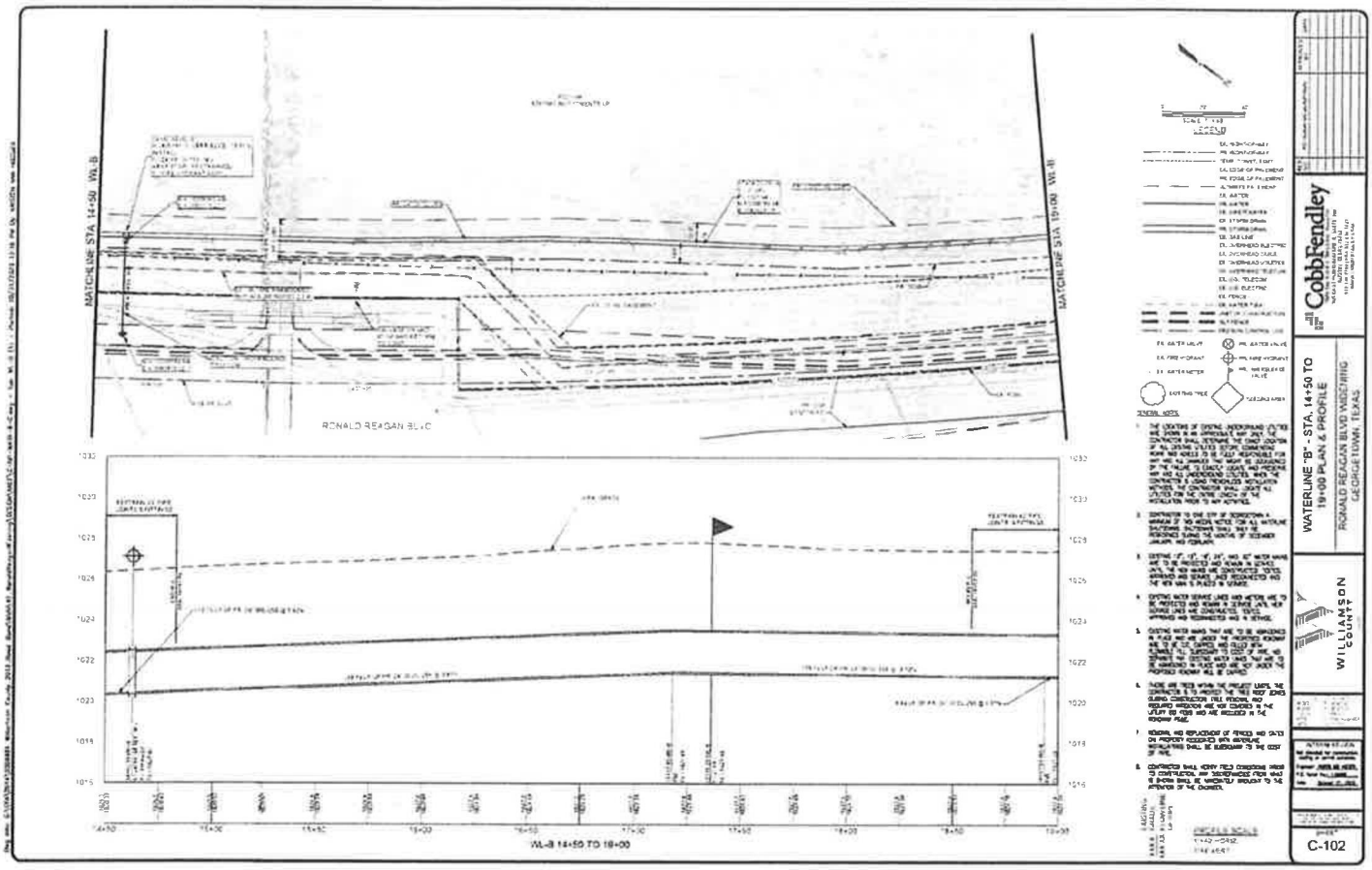
NO.	REVISION DESCRIPTION	CHANGES AND / OR ADDITIONS	APPR. BY	DATE

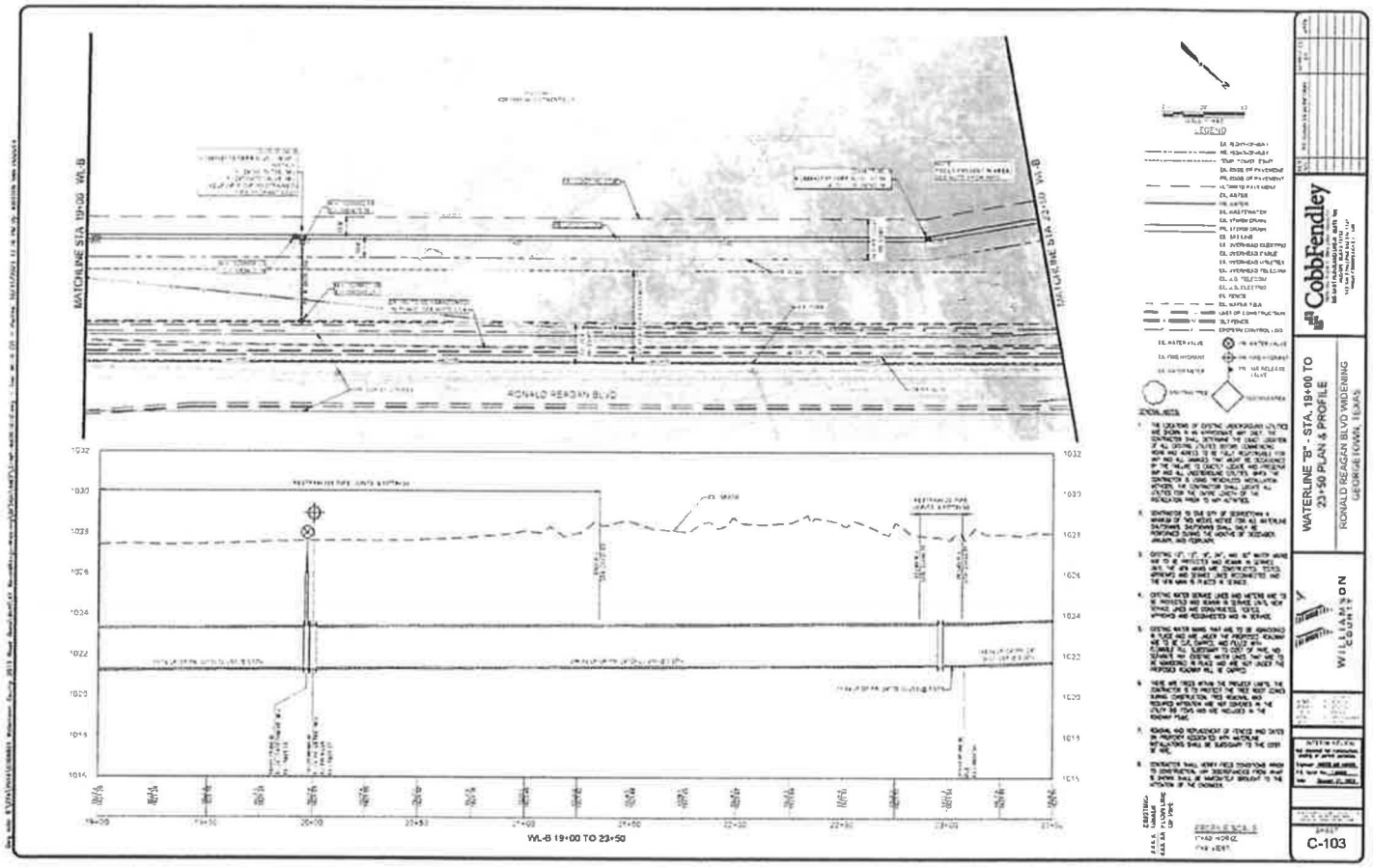
CobbFendley
TBPE NO. 374 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 485
AUSTIN, TEXAS 78752
512.834.9788 | FAX 512.834.9553
WWW.COBBFENDLEY.COM

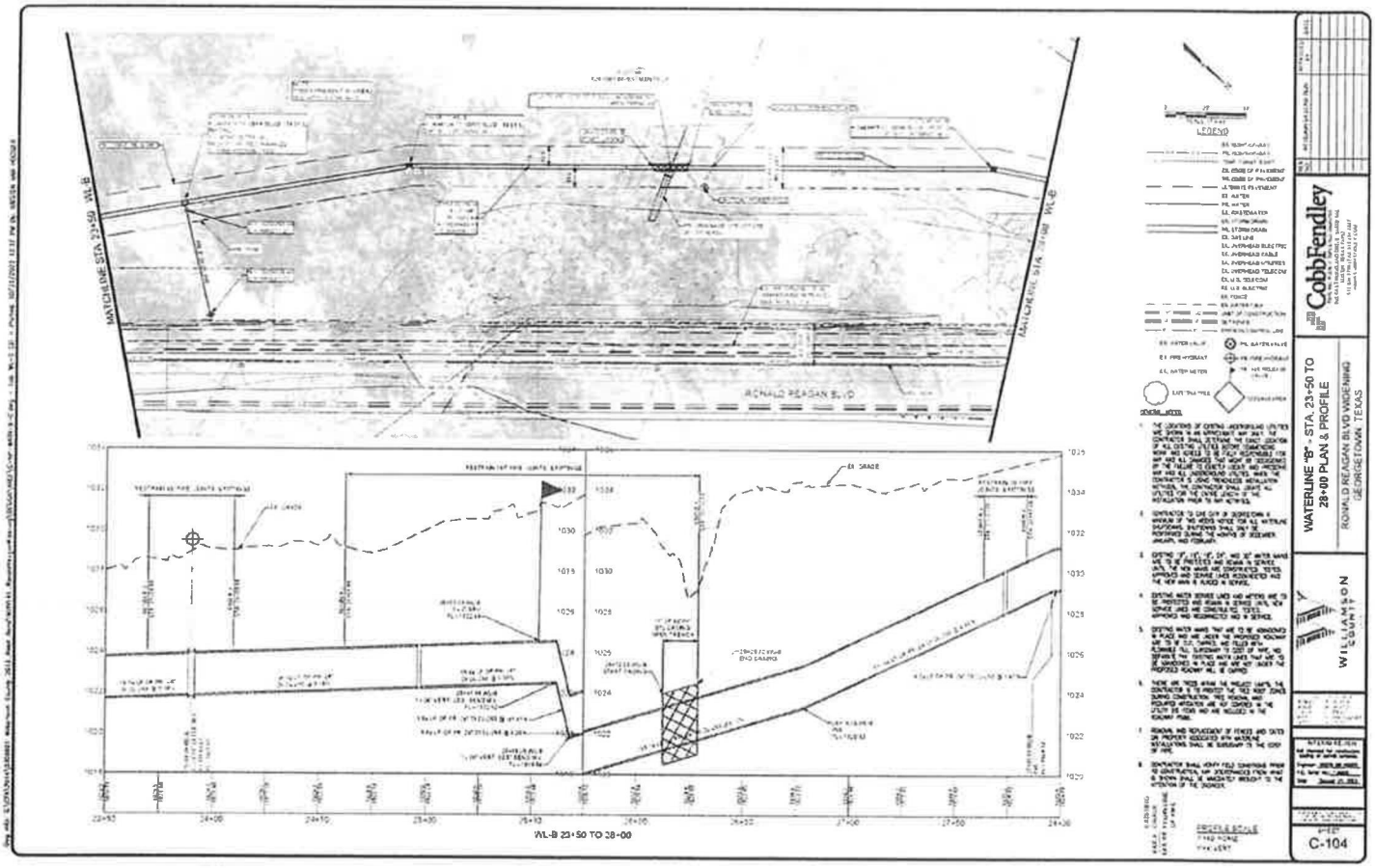

WATERLINE 'A' SHEET C-100
WATERLINE 'B' SHEET C-107
WATERLINE 'B' SHEET C-106
WATERLINE 'B' SHEET C-105
WATERLINE 'B' SHEET C-104
WATERLINE 'B' SHEET C-103
WATERLINE 'B' SHEET C-102
WATERLINE 'B' SHEET C-101
WATERLINE 'B' SHEET C-108 AND 'B2' SHEET C-109
WATERLINE 'C' SHEET C-110
WATERLINE 'D' SHEET C-111
WATERLINE 'E' SHEET C-112
WATERLINE 'F' SHEET C-121
WATERLINE 'J' SHEET C-122
WATERLINE 'G2' SHEET C-117
WATERLINE 'G3' SHEET C-118
WATERLINE 'G2' SHEET C-119
WATERLINE 'G' SHEET C-113
WATERLINE 'G' SHEET C-114
WATERLINE 'G' SHEET C-115
WATERLINE 'G' SHEET C-116
2400+00
2500+00
2550+00
2600+00
2650+00
2695+05
SH 29
SAMSARA BLVD
LOOP
KAUFFMAN
CROSS CREEK LN
RONALD REAGAN BLVD
ELIZABETH PARK BLVD
OLD RR 2243
CR 258
FM 3405
KEY MAP
RONALD REAGAN BLVD WIDENING
GEORGETOWN, TEXAS
WILLIAMSON COUNTY
CobbFendley
C-004

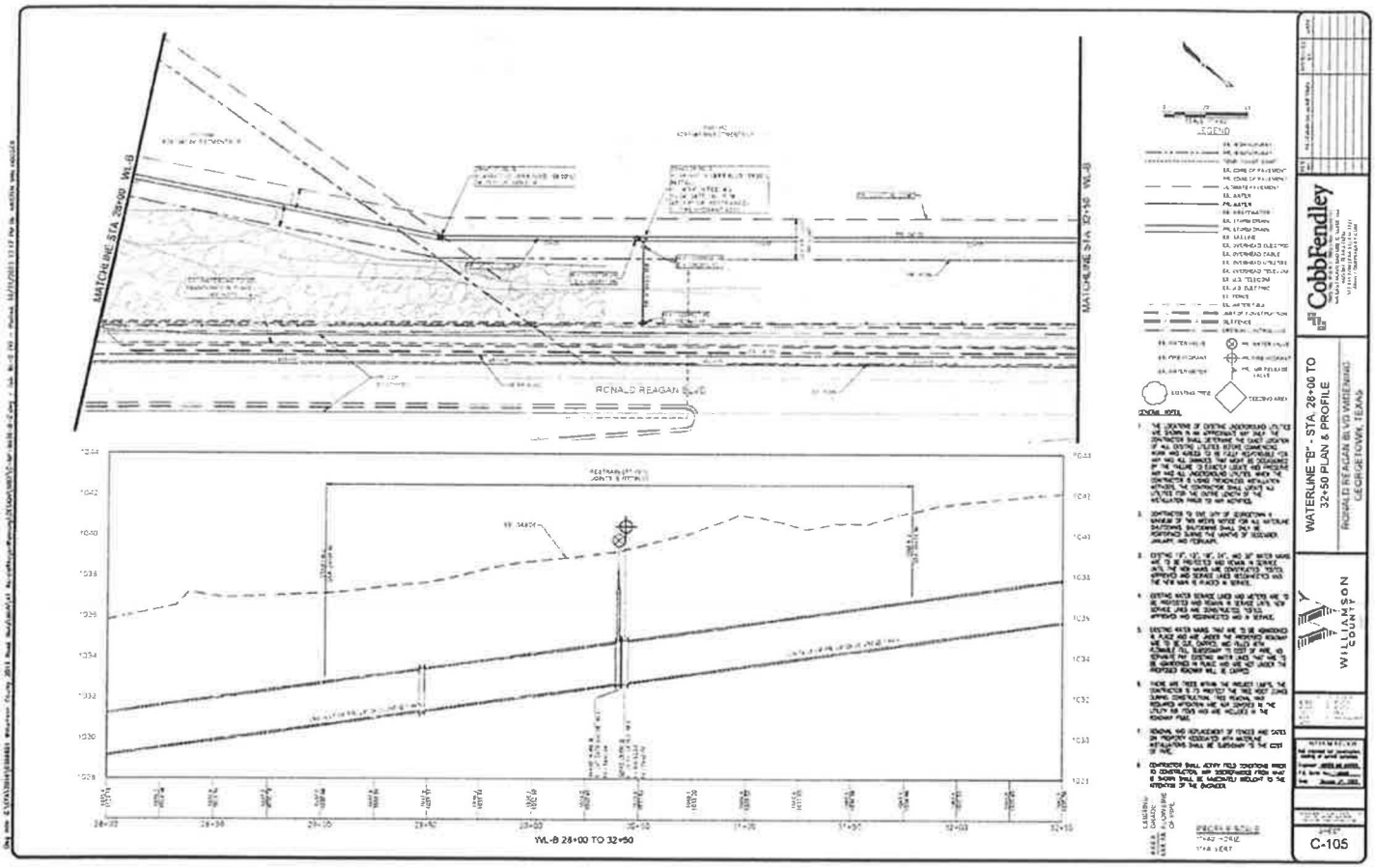

KAUFFMAN LOOP
RONALD REAGAN BLVD
LEGEND
WATERLINE "A" - STA. 10+00
TO END PLAN & PROFILE
RONALD REAGAN BLVD WIDENING
GEORGETOWN, TEXAS
CobbFendley
WILLIAMSON
COUNTY
C-100

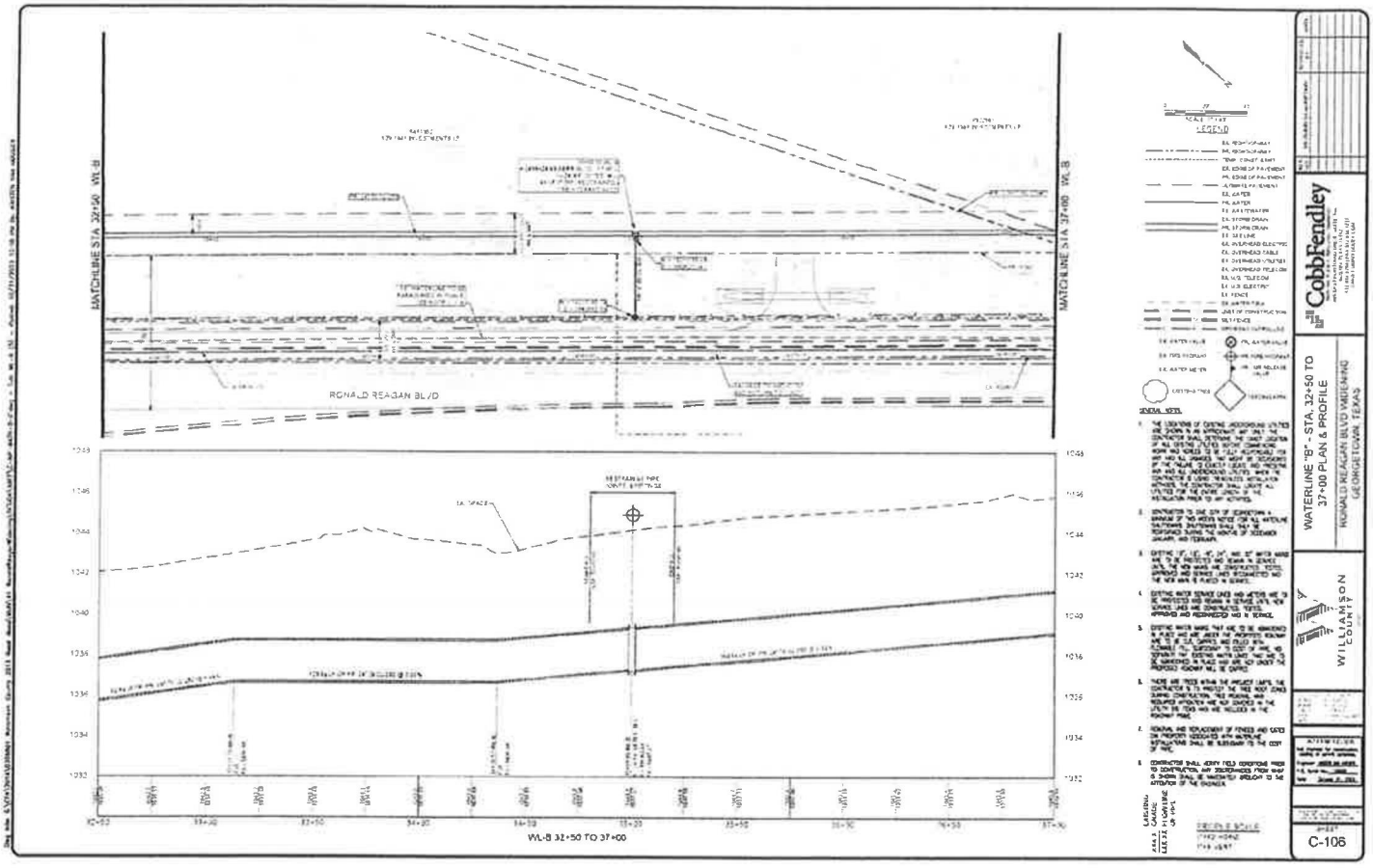

RONALD REAGAN BLVD
WL-B 9+75 TO 14+50
CobbFendley
WATERLINE "B" - STA. 10+00 TO 14+50 PLAN & PROFILE
RONALD REAGAN BLVD WATERLINE
GEORGETOWN, TEXAS
WILLIAMSON COUNTY
C-101

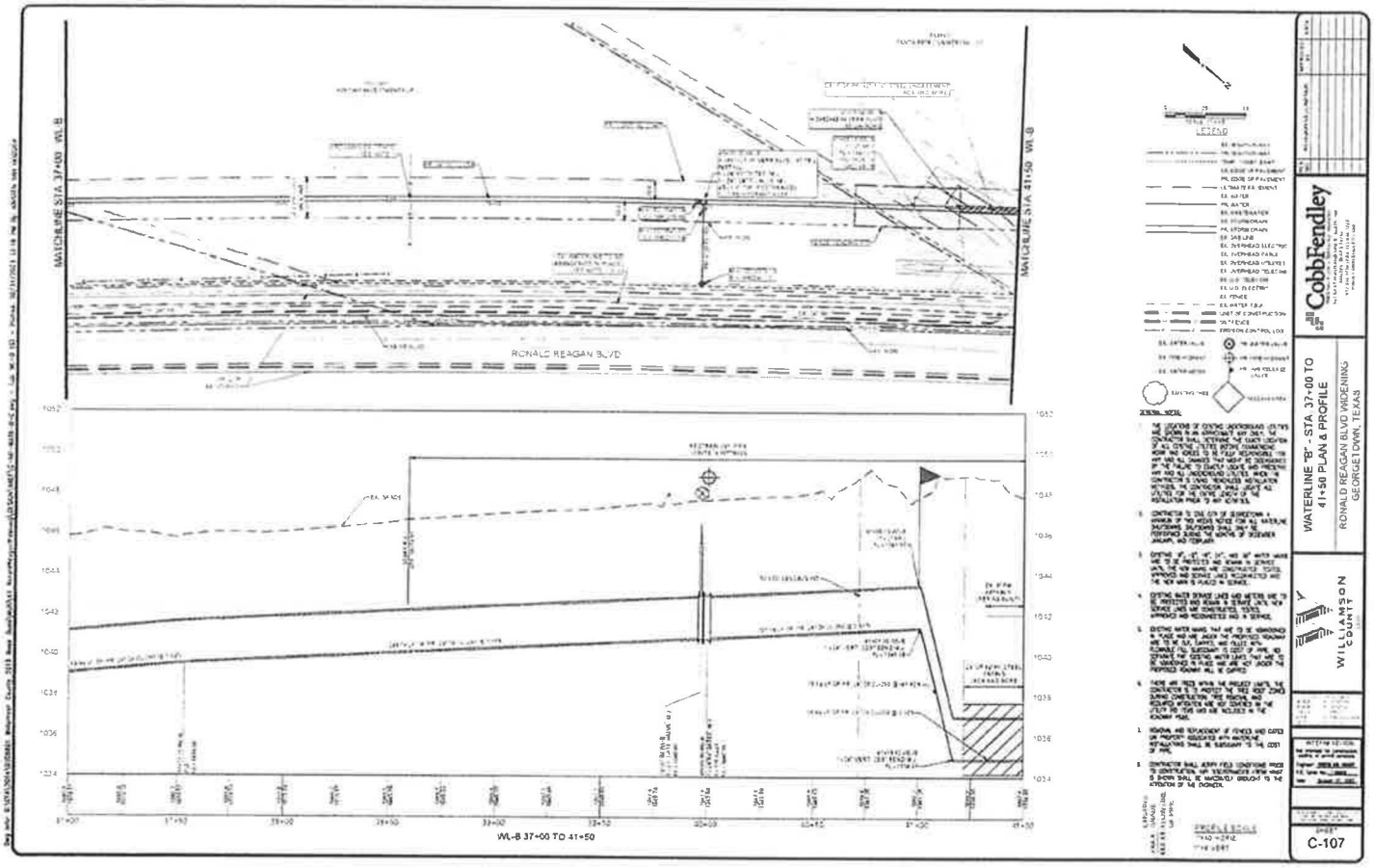

MATCHLINE STA 14+50 WL-B
MATCHLINE STA 19+00 WL-B
RONALD REAGAN BLVD
WL-B 14+50 TO 19+00
CobbFendley
WATERLINE "B" - STA. 14+50 TO 19+00 PLAN & PROFILE
RONALD REAGAN BLVD WIDENING
GEORGETOWN, TEXAS
WILLIAMSON COUNTY
C-102

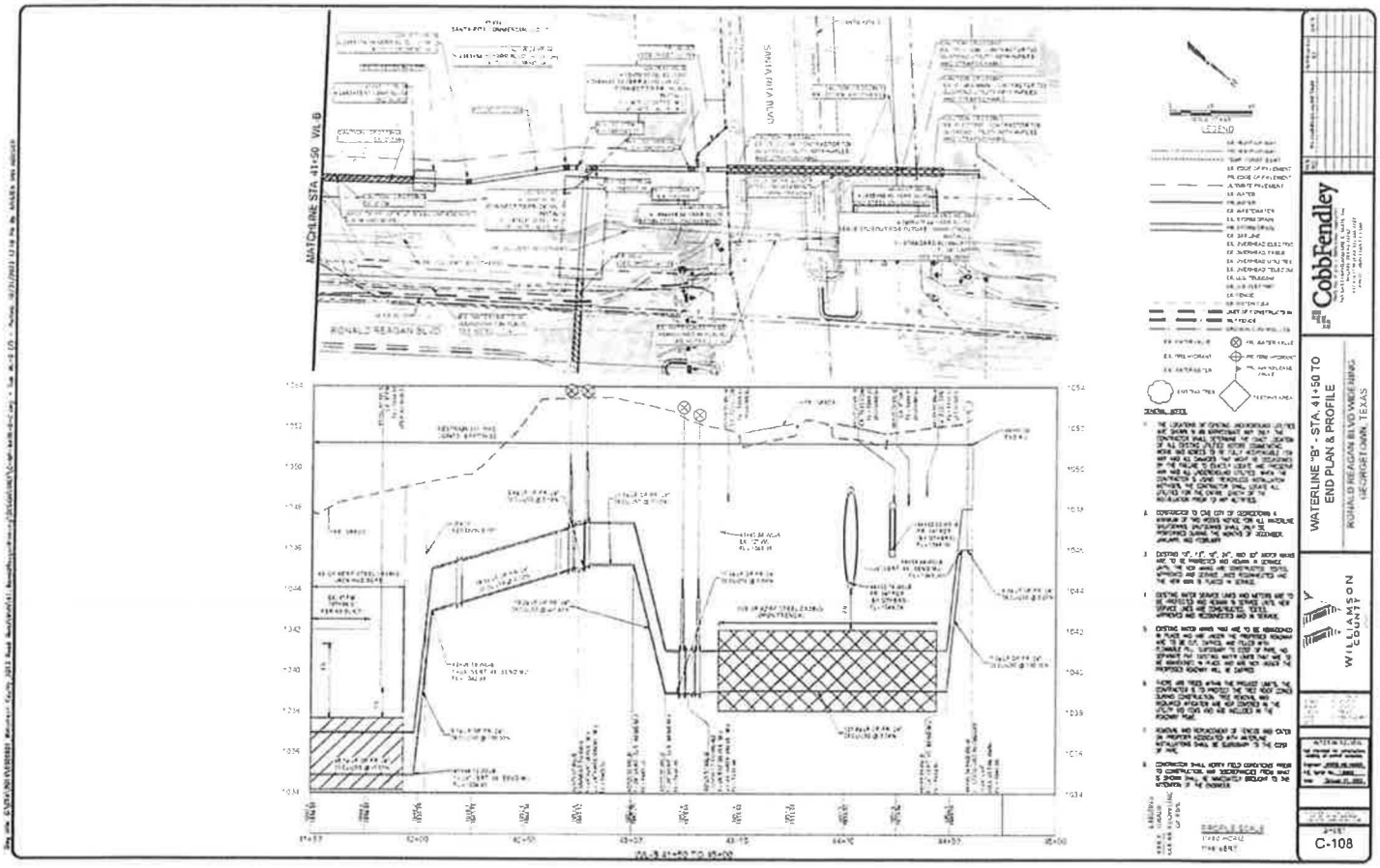

MATCHLINE STA 19+00 WL-B
MATCHLINE STA 23+50 WL-B
RONALD REAGAN BLVD
WL-B 19+00 TO 23+50
LEGEND
CobbFendley
WATERLINE "B" - STA. 19+00 TO 23+50 PLAN & PROFILE
RONALD REAGAN BLVD WIDENING
GEORGE HOWE, TEXAS
WILLIAMSON COUNTY
C-103


WATERLINE STA 23+50 WL-B
WATERLINE STA 28+00 WL-B
RONALD REAGAN BLVD
LEGEND
EX GRADE
WL-B 23+50 TO 28+00
CobbFendley
WATERLINE "B" - STA 23+50 TO 28+00 PLAN & PROFILE
RONALD REAGAN BLVD WIDENING
GEORGETOWN, TEXAS
WILLIAMSON COUNTY
C-104


MATCHLINE STA 28+00 WL-B
MATCHLINE STA 32+50 WL-B
RONALD REAGAN BLVD
LEGEND
WL-B 28+00 TO 32+50
CobbFendley
WILLIAMSON
WATERLINE "B" - STA. 28+00 TO 32+50 PLAN & PROFILE
RONALD REAGAN BLVD WIDENING
GEORGETOWN, TEXAS
C-105


MATCHLINE STA 32+50 WL-B
MATCHLINE STA 37+00 WL-B
RONALD REAGAN BLVD
WL-B 32+50 TO 37+00
LEGEND
CobbFendley
WATERLINE "B" - STA. 32+50 TO 37+00 PLAN & PROFILE
RONALD REAGAN BLVD WIDENING
GEORGETOWN, TEXAS
WILLIAMSON COUNTY
C-106


MATCHLINE STA 37+00 WL-B
MATCHLINE STA 41+50 WL-B
RONALD REAGAN BLVD
WL-B 37+00 TO 41+50
LEGEND
CobbFendley
WATERLINE "B" - STA 37+00 TO 41+50 PLAN & PROFILE
RONALD REAGAN BLVD WIDENING
GEORGETOWN, TEXAS
WILLIAMSON COUNTY
C-107

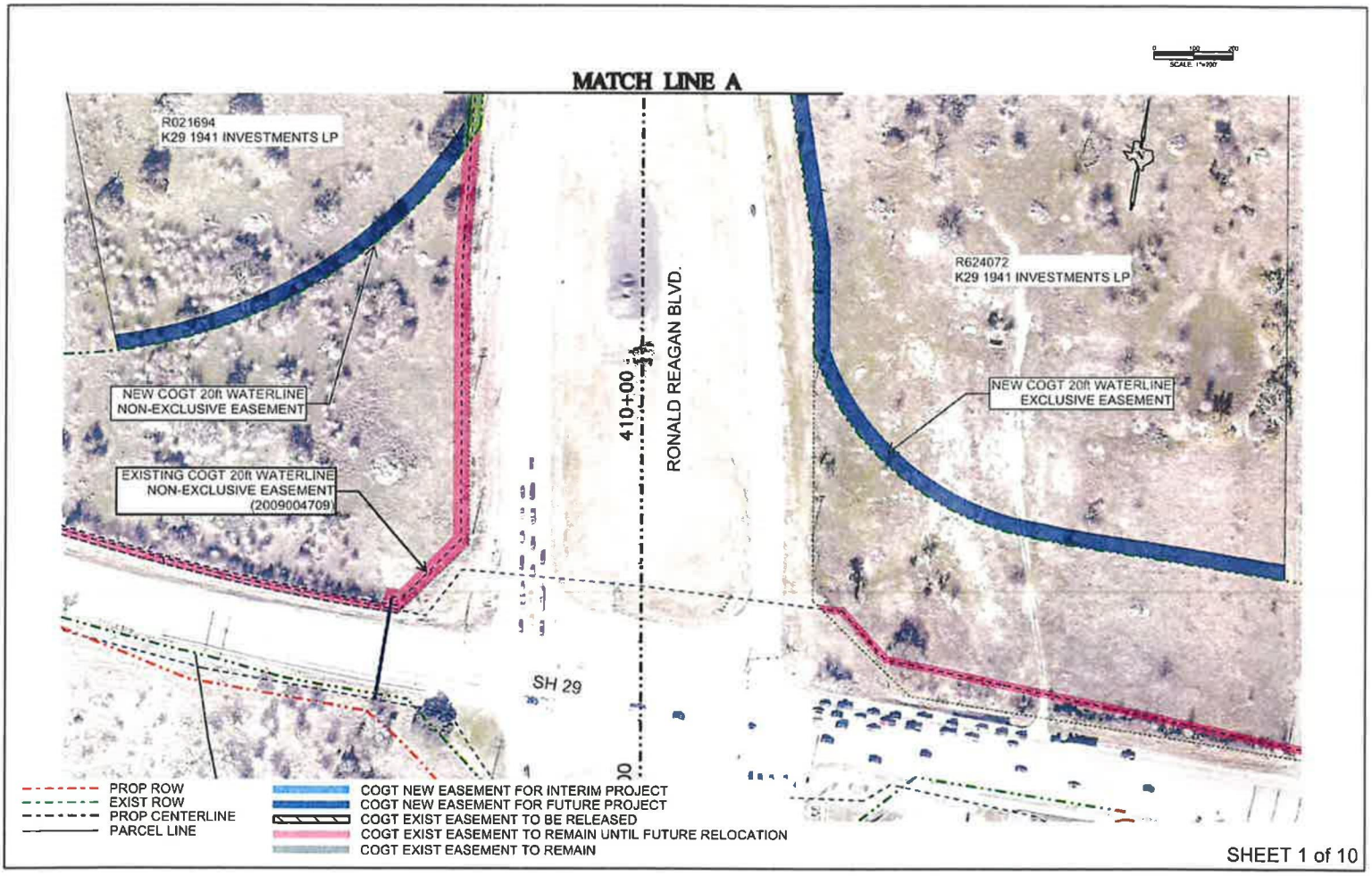

MATCHLINE STA 41+50 WL-B
RONALD REAGAN BLVD
SANTA VIVIA LANE
LEGEND
CobbFendley
WATERLINE "B" - STA 41+50 TO END PLAN & PROFILE
RONALD REAGAN BLVD WIDENING
GEORGETOWN, TEXAS
WILLIAMSON COUNTY
C-108

CobbFendley

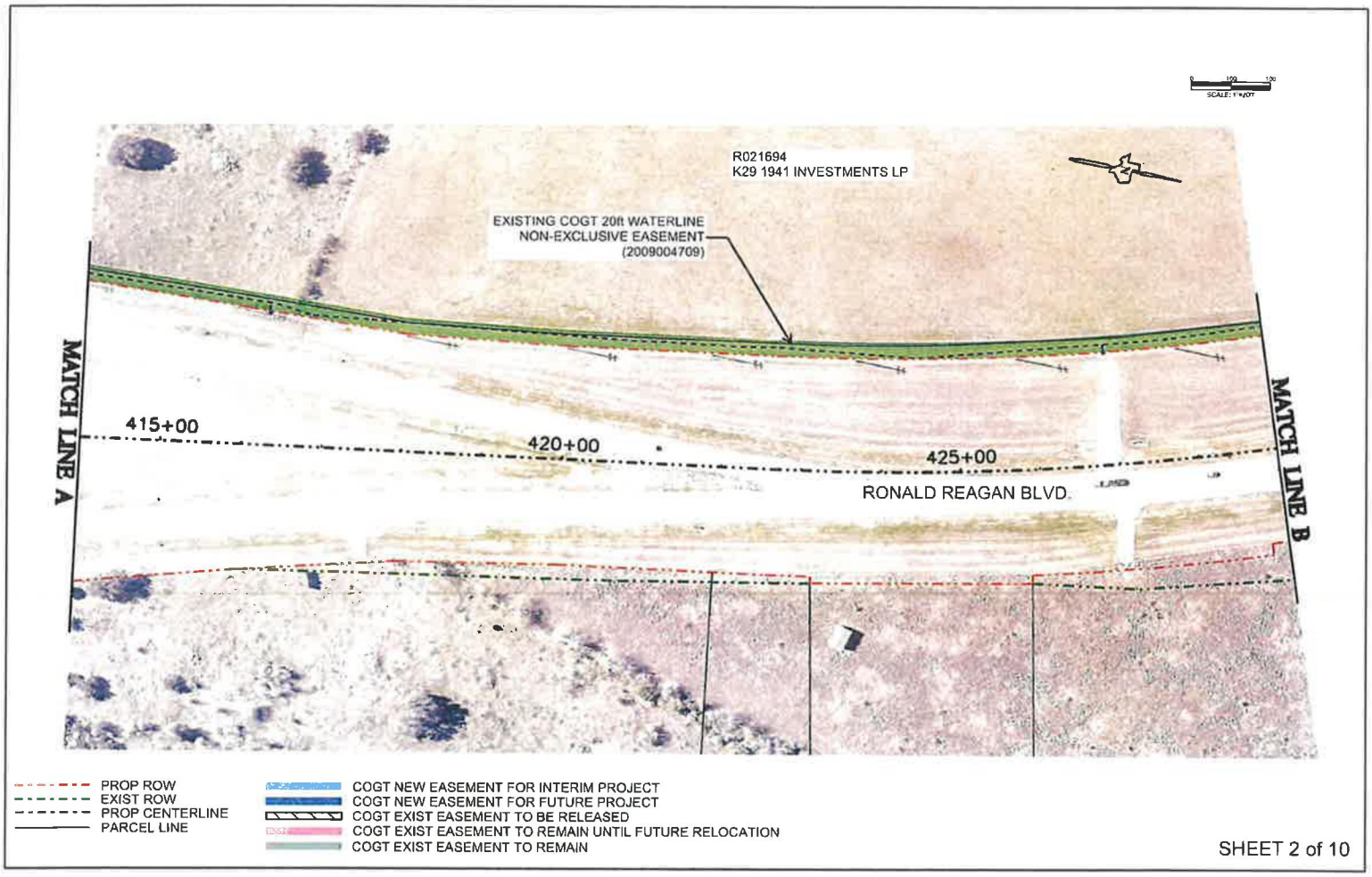
City of Georgetown
Ronald Reagan Blvd Widening
Water Line Relocations
Engineer's Opinion of Probable Construction Cost Based Upon 100% Design
11/30/2023

ITEM	Description	Unit	Quantity	Unit Cost	Total Cost
TxDOT Pay Items					
160 WC02	FURNISHING AND PLACING TOPSOIL (4")	SY	14286	$ 5.63	$ 80,430.18
161 WC001	EROSION CONTROL COMPOST (3")	SY	1789	$ 3.06	$ 5,465.40
162 WC103	MULCH TOPDRESSING (5")	SY	1840	$ 1.00	$ 1,840.11
164 WC05	SEEDING FOR EROSION CONTROL (PERM)(WARM)(TY 5)	SY	14286	$ 1.76	$ 25,143.36
164 WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	SY	1789	$ 0.89	$ 1,592.21
166 6002	FERTILIZER	TON	0.89	$ 1,350.00	$ 1,205.38
168 WC01	VEGETATIVE WATERING	MG	0.29	$ 539.94	$ 154.27
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	8	$ 11,167.00	$ 89,336.00
0506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	7953	$ 21.53	$ 171,228.09
0506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	7953	$ 2.19	$ 17,417.07
0506 6040	BIODEG EROSN CONT LOGS (INSTL) (8")	LF	67	$ 5.75	$ 385.25
0506 6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	67	$ 2.23	$ 149.41
City of Georgetown Pay Items					
501S-24	Jacking or Boring, 24" Steel Pipe, ASTM A134	LF	100	$ 625.00	$ 62,500.00
501S-30	Jacking or Boring, 30" Steel Pipe, ASTM A134	LF	104	$ 750.00	$ 78,000.00
501S-42	Jacking or Boring, 42" Steel Pipe, ASTM A134	LF	744	$ 1,050.00	$ 781,200.00
CIP11.06-B	Trench Excavation Safety Protection System (All Depths)	LF	7674	$ 3.00	$ 23,022.00
W1.17.AR-4"	Pipe, 4" Dia. DI CL-350 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	11	$ 75.00	$ 825.00
W1.17.AR-6"	Pipe, 6" Dia. DI CL-350 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	393	$ 90.00	$ 35,370.00
W1.17.A-8"	Pipe, 8" Dia. DI CL-350, all depths, Complete in Place, Including Excavation and Backfill	LF	770	$ 90.00	$ 69,300.00
W1.17.AR-8"	Pipe, 8" Dia. DI CL-350 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	218	$ 100.00	$ 21,800.00
W1.17.AR-12"	Pipe, 12" Dia. DI CL-350 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	301	$ 140.00	$ 42,140.00
W1.17.AR-18"	Pipe, 18" Dia. DI CL-250 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	895	$ 150.00	$ 134,250.00
W1.17.AR-24"	Pipe, 24" Dia. DI CL-200 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	3667	$ 210.00	$ 770,070.00
W1.17.A-24"	Pipe, 24" Dia. DI CL-200, all depths, Complete in Place, Including Excavation and Backfill	LF	2367	$ 200.00	$ 473,400.00
W1.17.B-2"	Pipe, 2" Dia. HDPE DR9, Complete in Place, Including Excavation and Backfill	LF	80	$ 45.00	$ 3,600.00
W1.17.C	Ductile Iron Fittings (C-153 Weight Schedule)	TON	21.60	$ 15,000.00	$ 324,000.00
W1.17.D-4"x4"	Wet Connections, 4"x4"	EA	1	$ 2,500.00	$ 2,500.00
W1.17.D-6"x6"	Wet Connections, 6"x6"	EA	1	$ 3,000.00	$ 3,000.00
W1.17.D-12"x12"	Wet Connections, 12"x12"	EA	1	$ 4,000.00	$ 4,000.00
W1.17.D-18"x18"	Wet Connections, 18"x18"	EA	1	$ 6,000.00	$ 6,000.00
W1.17.D-24"x12"	Wet Connections, 24"x12"	EA	1	$ 6,000.00	$ 6,000.00
W1.17.D-24"x18"	Wet Connections, 24"x18"	EA	2	$ 7,000.00	$ 14,000.00
W1.17.D-24"x24"	Wet Connections, 24"x24"	EA	5	$ 8,000.00	$ 40,000.00
W1.17.E-18"x18"	Pressure Tap, 18"x18"	EA	1	$ 10,000.00	$ 10,000.00
W1.17.E-24"x6"	Pressure Tap, 24"x6"	EA	1	$ 14,000.00	$ 14,000.00
W1.17.E-24"x12"	Pressure Tap, 24"x12"	EA	1	$ 24,000.00	$ 24,000.00
W1.17.E-24"x18"	Pressure Tap, 24"x18"	EA	1	$ 32,000.00	$ 32,000.00
W1.17.F	Waterline Marker	EA	7	$ 500.00	$ 3,500.00
W3.21.A-2"	Valves, Gate 2" Dia.	EA	3	$ 7,000.00	$ 21,000.00
W3.21.A-8"	Valves, Gate 8" Dia.	EA	5	$ 9,000.00	$ 45,000.00
W3.21.A-12"	Valves, Gate 12" Dia.	EA	3	$ 12,000.00	$ 36,000.00
W3.21.A-18"	Valves, Gate 18" Dia.	EA	3	$ 18,000.00	$ 54,000.00
W3.21.A-24"	Valves, Gate 24" Dia.	EA	22	$ 22,000.00	$ 484,000.00
W3.21.B	Fire Hydrant Assembly, Including 6" Gate Valve and Fittings	EA	14	$ 6,500.00	$ 91,000.00
W3.21.C	Crash Post (bollards)	EA	2	$ 500.00	$ 1,000.00
W3.21.D-2"	2" Permanent Blow Off Assembly	EA	1	$ 5,000.00	$ 5,000.00
W3.21.E-4"	Combination Air Valve and Vault, 4"	EA	2	$ 15,000.00	$ 30,000.00
W4.05-24"	Encasement Pipe, 24" Dia., Steel	LF	106	$ 280.00	$ 29,680.00
W4.05-30"	Encasement Pipe, 30" Dia., Steel	LF	331	$ 330.00	$ 109,230.00
W4.05-42"	Encasement Pipe, 42" Dia., Steel	LF	250	$ 460.00	$ 115,000.00
SP.W3.21.A	Water Service Reconnection, including 2" Corporation Stop, Tap to Main, as well as removal of the existing components	EA	3	$ 1,500.00	$ 4,500.00
SP.W3.21.B	2" Water Meter Replacement, including 2" Corporation Stop, Fittings, Tap to Main, 2" Valve, 2" Meter, 2" Meter Box to replace the existing components, as well as removal of the existing components	EA	1	$ 2,500.00	$ 2,500.00
SP.W1.17.A-12"	Restrain Existing DI Pipe,12" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	EA	1	$ 4,000.00	$ 4,000.00
SP.W1.17.A-18"	Restrain Existing DI Pipe, 18" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	EA	2	$ 7,500.00	$ 15,000.00
SP.W1.17.A-24"	Restrain Existing DI Pipe, 24" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	EA	11	$ 16,000.00	$ 176,000.00
SP.W3.21.C	Fire Department Connection	EA	1	$ 10,000.00	$ 10,000.00
SP.W3.21.D	6" Double Check Detector Assembly with 5'x8' Concrete Vault	EA	1	$ 12,000.00	$ 12,000.00
SP.W3.21.E	Salvage Existing Valve	EA	12	$ 1,000.00	$ 12,000.00
SP.W3.21.F	Salvage Existing Fire Hydrant	EA	7	$ 1,500.00	$ 10,500.00
SP.W3.21.G	Remove Existing Vault, Assembly, Bollards	EA	1	$ 4,000.00	$ 4,000.00
				Subtotal Construction	$ 4,644,233.73
				Contingency (5%)	$ 232,211.69
				Mobilization (3%)	$ 139,327.01
				Grand Total Construction	$ 5,015,772.43

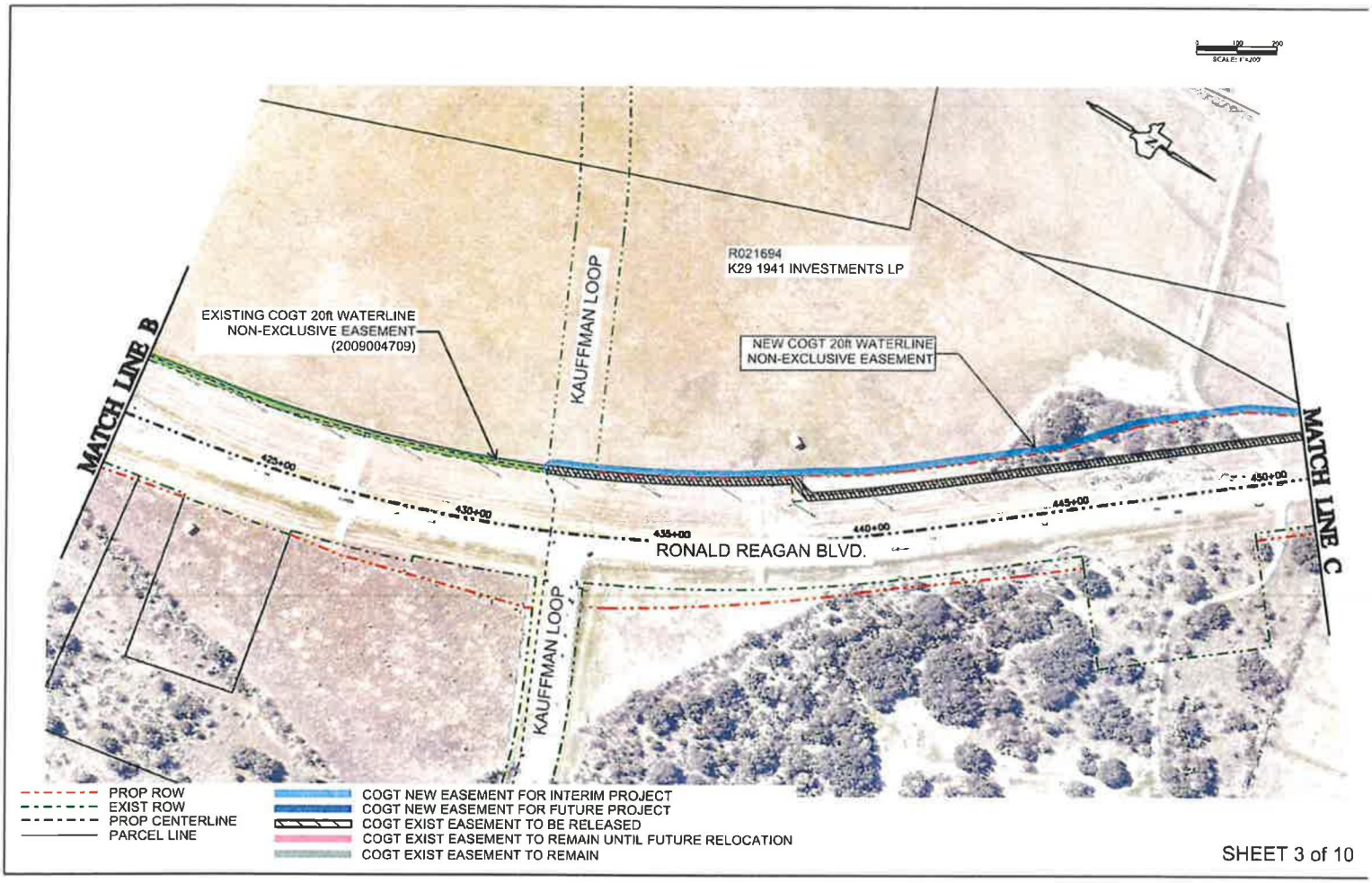
EXHIBIT C
Replacement Easement Locations



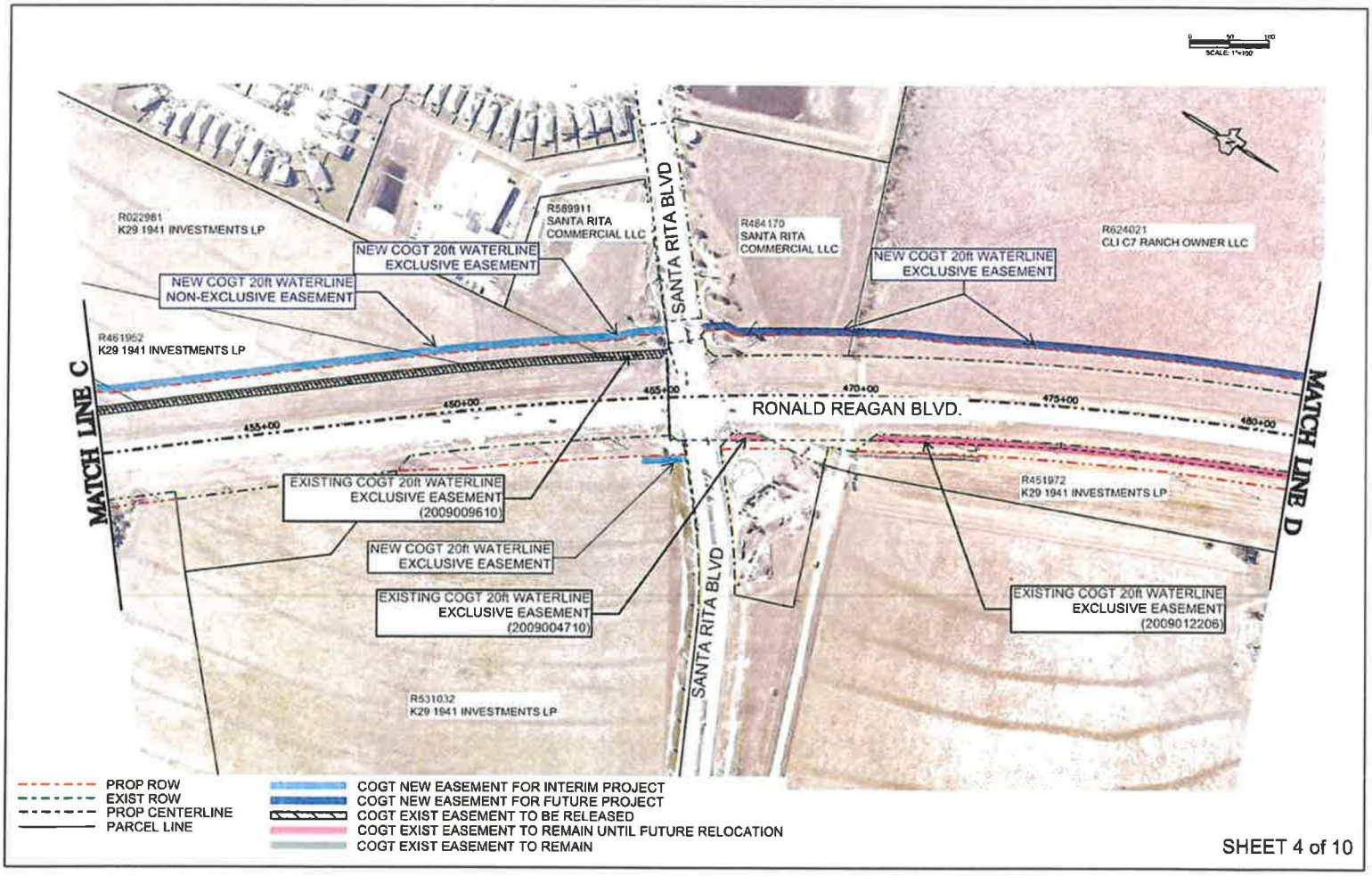
SHEET 1 of 10

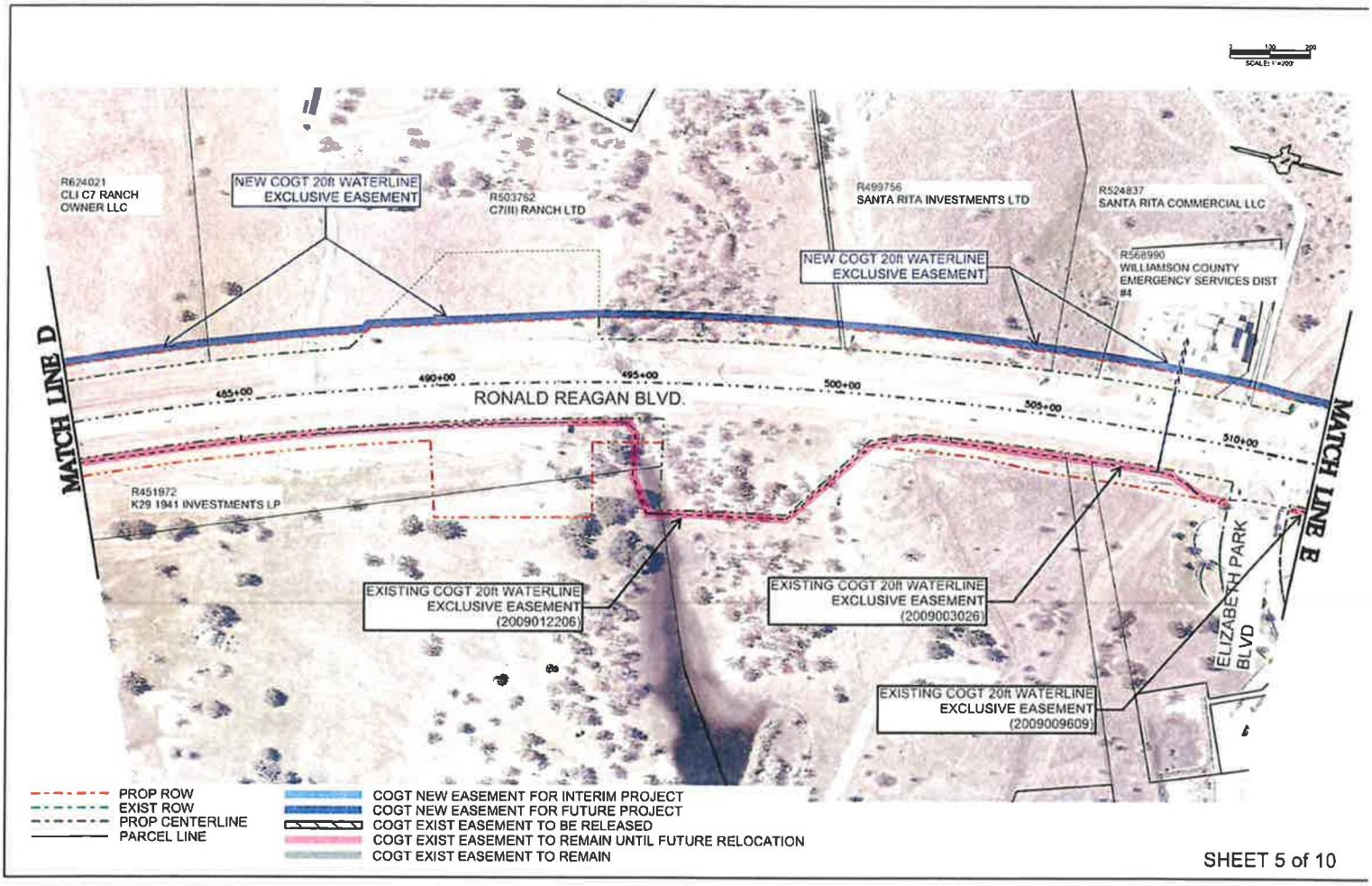

R021694
K29 1941 INVESTMENTS LP
EXISTING COGT 20ft WATERLINE
NON-EXCLUSIVE EASEMENT
(2009004709)
MATCH LINE A
MATCH LINE B
415+00
420+00
425+00
RONALD REAGAN BLVD
PROP ROW
EXIST ROW
PROP CENTERLINE
PARCEL LINE
COGT NEW EASEMENT FOR INTERIM PROJECT
COGT NEW EASEMENT FOR FUTURE PROJECT
COGT EXIST EASEMENT TO BE RELEASED
COGT EXIST EASEMENT TO REMAIN UNTIL FUTURE RELOCATION
COGT EXIST EASEMENT TO REMAIN

SHEET 2 of 10

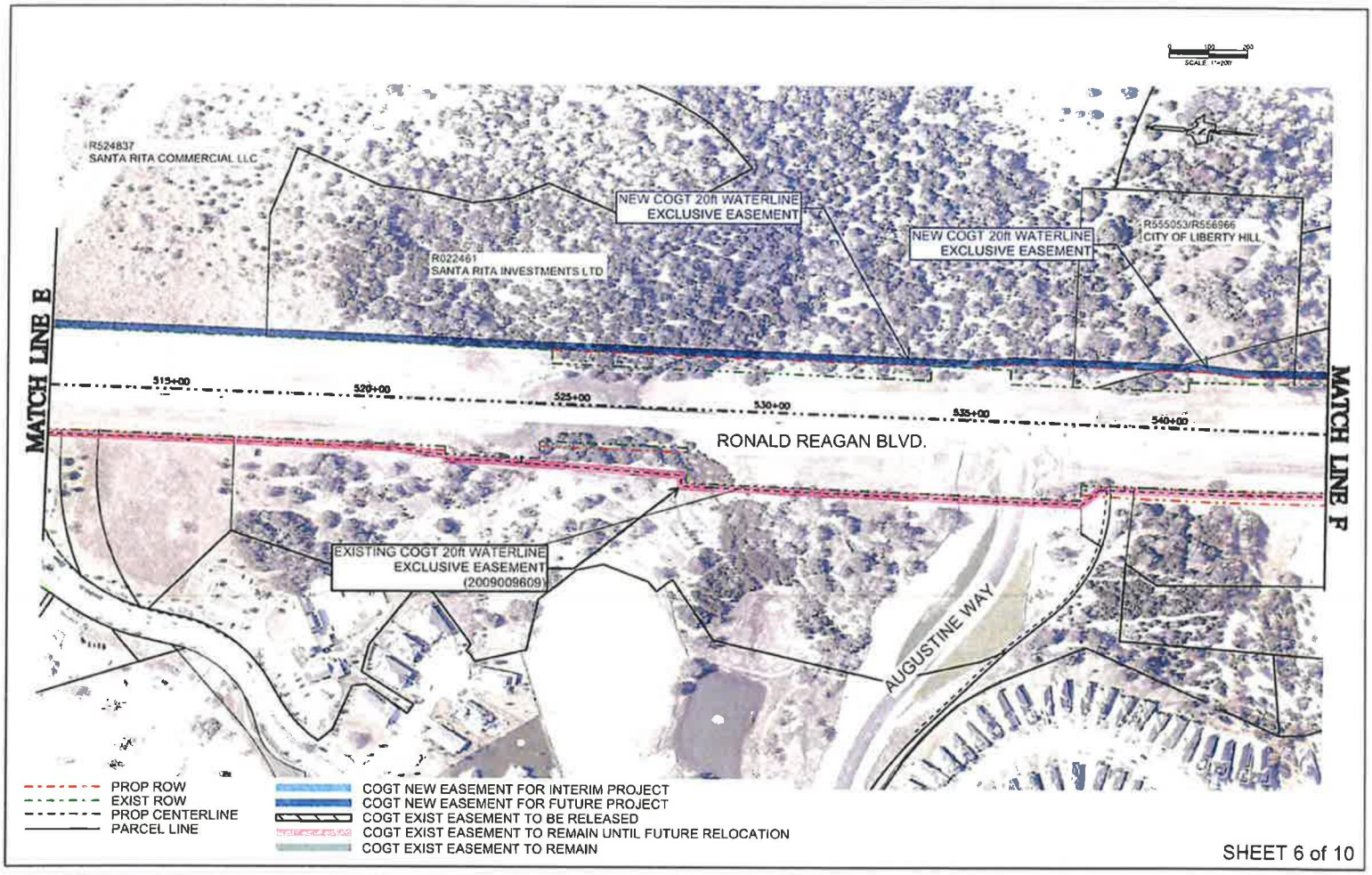

R021694
K29 1941 INVESTMENTS LP
EXISTING COGT 20ft WATERLINE
NON-EXCLUSIVE EASEMENT
(2009004709)
NEW COGT 20ft WATERLINE
NON-EXCLUSIVE EASEMENT
KAUFFMAN LOOP
KAUFFMAN LOOP
MATCH LINE B
MATCH LINE C
RONALD REAGAN BLVD.
425+00
430+00
435+00
440+00
445+00
450+00
PROP ROW
EXIST ROW
PROP CENTERLINE
PARCEL LINE
COGT NEW EASEMENT FOR INTERIM PROJECT
COGT NEW EASEMENT FOR FUTURE PROJECT
COGT EXIST EASEMENT TO BE RELEASED
COGT EXIST EASEMENT TO REMAIN UNTIL FUTURE RELOCATION
COGT EXIST EASEMENT TO REMAIN

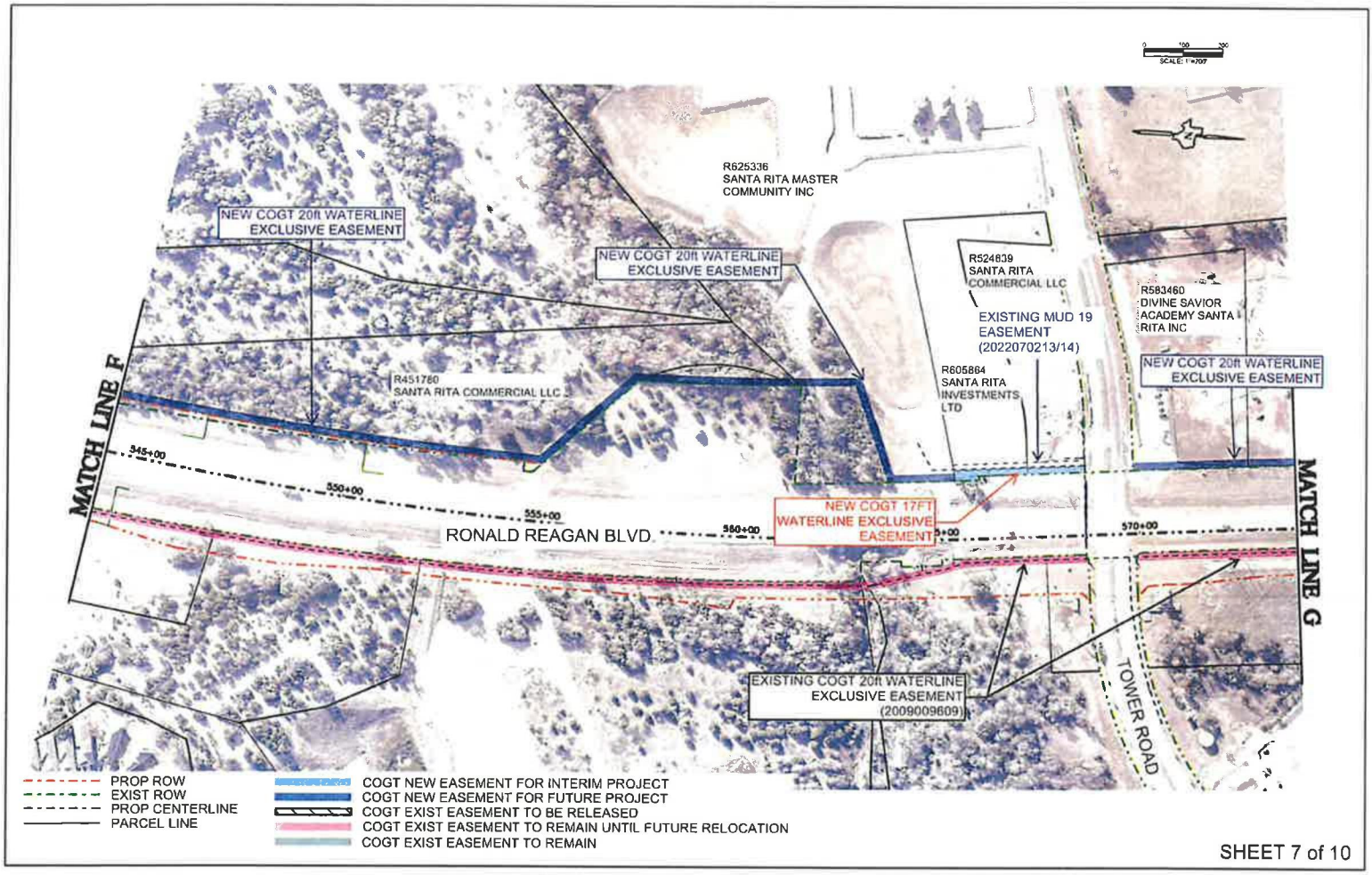
SHEET 3 of 10


SCALE: 1"=100'
R022981
K29 1941 INVESTMENTS LP
R589911
SANTA RITA
COMMERCIAL LLC
R484170
SANTA RITA
COMMERCIAL LLC
R624021
CLI C7 RANCH OWNER LLC
NEW COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
NEW COGT 20ft WATERLINE
NON-EXCLUSIVE EASEMENT
NEW COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
SANTA RITA BLVD
R461952
K29 1941 INVESTMENTS LP
MATCH LINE C
MATCH LINE D
450+00
455+00
460+00
465+00
470+00
475+00
480+00
RONALD REAGAN BLVD.
EXISTING COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
(2009009610)
NEW COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
EXISTING COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
(2009004710)
R451972
K29 1941 INVESTMENTS LP
EXISTING COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
(2009012206)
SANTA RITA BLVD
R531032
K29 1941 INVESTMENTS LP
PROP ROW
EXIST ROW
PROP CENTERLINE
PARCEL LINE
COGT NEW EASEMENT FOR INTERIM PROJECT
COGT NEW EASEMENT FOR FUTURE PROJECT
COGT EXIST EASEMENT TO BE RELEASED
COGT EXIST EASEMENT TO REMAIN UNTIL FUTURE RELOCATION
COGT EXIST EASEMENT TO REMAIN
SHEET 4 of 10

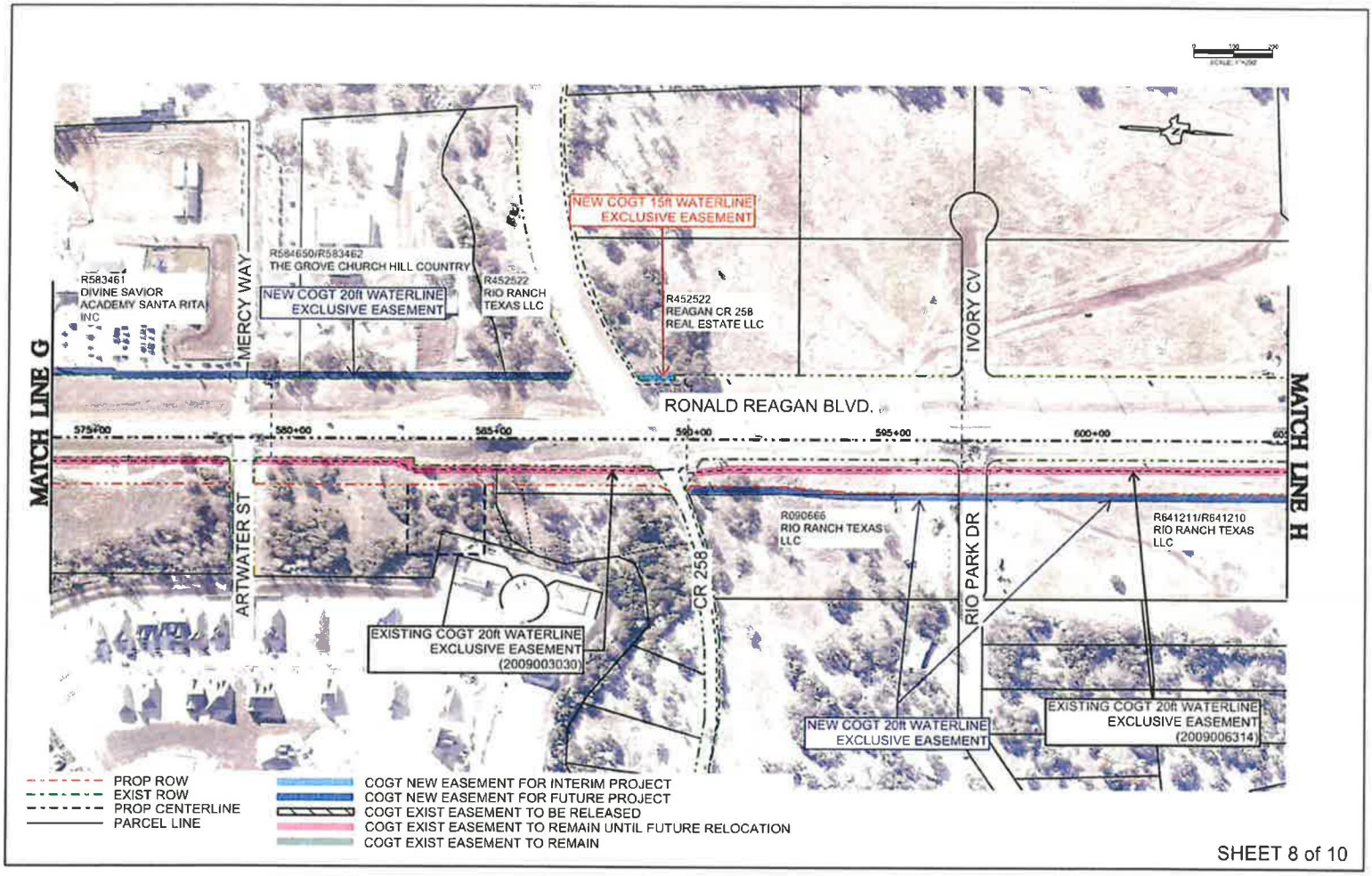

SCALE: 1" = 200'
R624021
CLI C7 RANCH
OWNER LLC
NEW COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
R503762
C7(II) RANCH LTD
R499756
SANTA RITA INVESTMENTS LTD
R524837
SANTA RITA COMMERCIAL LLC
NEW COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
R568990
WILLIAMSON COUNTY
EMERGENCY SERVICES DIST
#4
MATCH LINE D
485+00
490+00
495+00
500+00
505+00
510+00
RONALD REAGAN BLVD.
MATCH LINE E
R451972
K29 1941 INVESTMENTS LP
EXISTING COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
(2009012206)
EXISTING COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
(2009003026)
ELIZABETH PARK
BLVD
EXISTING COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
(2009009609)
PROP ROW
EXIST ROW
PROP CENTERLINE
PARCEL LINE
COGT NEW EASEMENT FOR INTERIM PROJECT
COGT NEW EASEMENT FOR FUTURE PROJECT
COGT EXIST EASEMENT TO BE RELEASED
COGT EXIST EASEMENT TO REMAIN UNTIL FUTURE RELOCATION
COGT EXIST EASEMENT TO REMAIN

SHEET 5 of 10

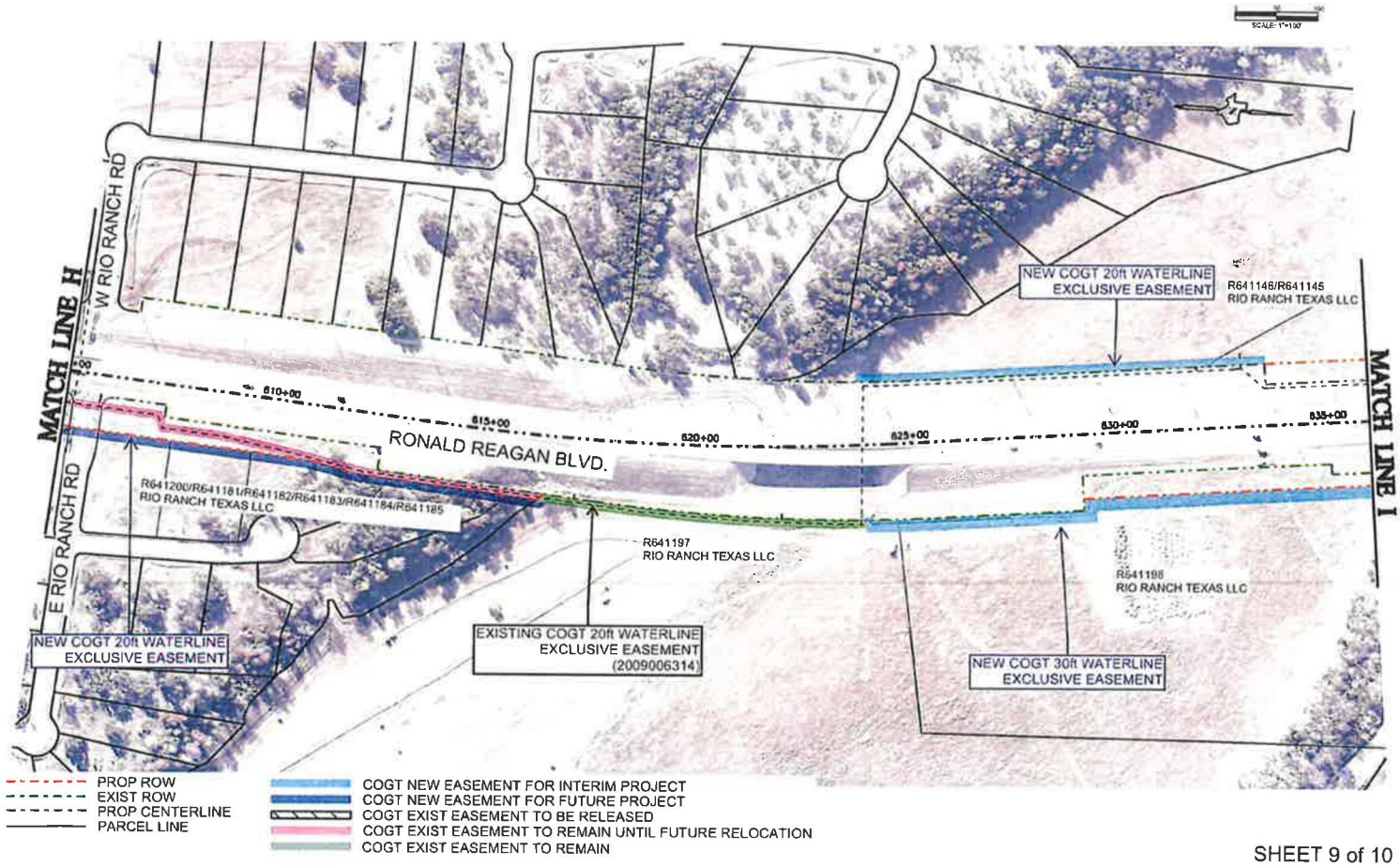

R524837
SANTA RITA COMMERCIAL LLC
NEW COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
R022461
SANTA RITA INVESTMENTS LTD
NEW COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
R555053/R556966
CITY OF LIBERTY HILL
MATCH LINE E
MATCH LINE F
515+00
520+00
525+00
530+00
535+00
540+00
RONALD REAGAN BLVD.
EXISTING COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
(2009009609)
AUGUSTINE WAY
PROP ROW
EXIST ROW
PROP CENTERLINE
PARCEL LINE
COGT NEW EASEMENT FOR INTERIM PROJECT
COGT NEW EASEMENT FOR FUTURE PROJECT
COGT EXIST EASEMENT TO BE RELEASED
COGT EXIST EASEMENT TO REMAIN UNTIL FUTURE RELOCATION
COGT EXIST EASEMENT TO REMAIN
SHEET 6 of 10


SCALE: 1"=707'
R625336
SANTA RITA MASTER
COMMUNITY INC
NEW COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
NEW COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
R524839
SANTA RITA
COMMERCIAL LLC
EXISTING MUD 19
EASEMENT
(2022070213/14)
R583460
DIVINE SAVIOR
ACADEMY SANTA
RITA INC
NEW COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
R451760
SANTA RITA COMMERCIAL LLC
R605864
SANTA RITA
INVESTMENTS
LTD
MATCH LINE F
MATCH LINE G
545+00
550+00
555+00
560+00
570+00
RONALD REAGAN BLVD
NEW COGT 17FT
WATERLINE EXCLUSIVE
EASEMENT
EXISTING COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
(2009009609)
TOWER ROAD
PROP ROW
EXIST ROW
PROP CENTERLINE
PARCEL LINE
COGT NEW EASEMENT FOR INTERIM PROJECT
COGT NEW EASEMENT FOR FUTURE PROJECT
COGT EXIST EASEMENT TO BE RELEASED
COGT EXIST EASEMENT TO REMAIN UNTIL FUTURE RELOCATION
COGT EXIST EASEMENT TO REMAIN

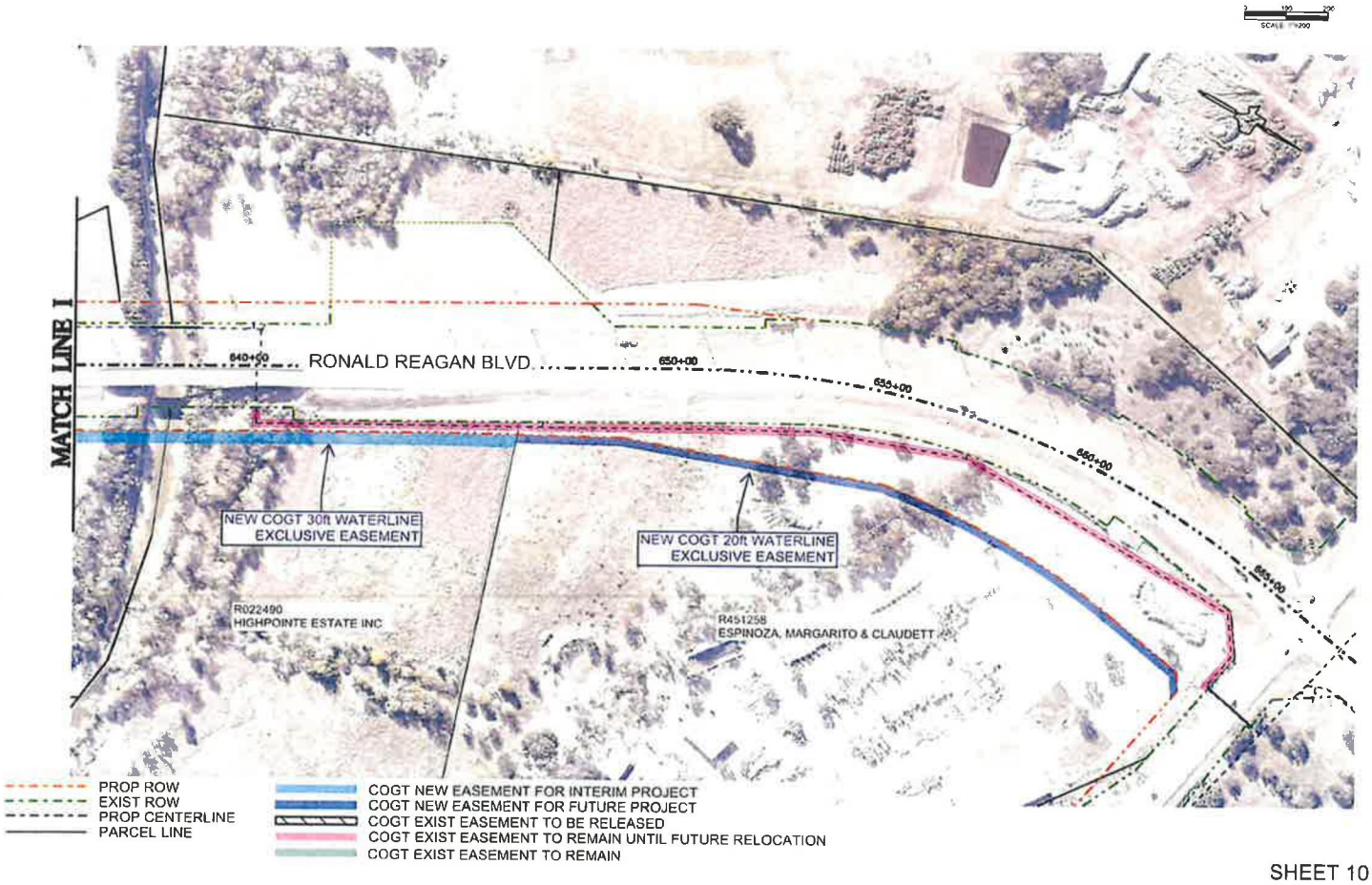
SHEET 7 of 10


MATCH LINE G
MATCH LINE H
R583461
DIVINE SAVIOR ACADEMY SANTA RITA INC
MERCY WAY
R584650/R583462
THE GROVE CHURCH HILL COUNTRY
NEW COGT 20ft WATERLINE EXCLUSIVE EASEMENT
R452522
RIO RANCH TEXAS LLC
NEW COGT 15ft WATERLINE EXCLUSIVE EASEMENT
R452522
REAGAN CR 258 REAL ESTATE LLC
IVORY CV
RONALD REAGAN BLVD.
575+00
580+00
585+00
590+00
595+00
600+00
ARTWATER ST
CR 258
EXISTING COGT 20ft WATERLINE EXCLUSIVE EASEMENT (2009003030)
R090666
RIO RANCH TEXAS LLC
RIO PARK DR
R641211/R641210
RIO RANCH TEXAS LLC
NEW COGT 20ft WATERLINE EXCLUSIVE EASEMENT
EXISTING COGT 20ft WATERLINE EXCLUSIVE EASEMENT (2009006314)
PROP ROW
EXIST ROW
PROP CENTERLINE
PARCEL LINE
COGT NEW EASEMENT FOR INTERIM PROJECT
COGT NEW EASEMENT FOR FUTURE PROJECT
COGT EXIST EASEMENT TO BE RELEASED
COGT EXIST EASEMENT TO REMAIN UNTIL FUTURE RELOCATION
COGT EXIST EASEMENT TO REMAIN

SHEET 8 of 10


MATCH LINE H
W RIO RANCH RD
E RIO RANCH RD
RONALD REAGAN BLVD.
MATCH LINE I
810+00
815+00
820+00
825+00
830+00
835+00
NEW COGT 20ft WATERLINE EXCLUSIVE EASEMENT
R641146/R641145
RIO RANCH TEXAS LLC
R641200/R641181/R641182/R641183/R641184/R641185
RIO RANCH TEXAS LLC
R641197
RIO RANCH TEXAS LLC
R641198
RIO RANCH TEXAS LLC
NEW COGT 20ft WATERLINE EXCLUSIVE EASEMENT
EXISTING COGT 20ft WATERLINE EXCLUSIVE EASEMENT (2009006314)
NEW COGT 30ft WATERLINE EXCLUSIVE EASEMENT
PROP ROW
EXIST ROW
PROP CENTERLINE
PARCEL LINE
COGT NEW EASEMENT FOR INTERIM PROJECT
COGT NEW EASEMENT FOR FUTURE PROJECT
COGT EXIST EASEMENT TO BE RELEASED
COGT EXIST EASEMENT TO REMAIN UNTIL FUTURE RELOCATION
COGT EXIST EASEMENT TO REMAIN

SHEET 9 of 10



SHEET 10 of 10

Meeting Date: 12/19/2023

Santa Rita Development Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Development Agreement by and Between Williamson County and Santa Rita KC, LLC and its Affiliated Entities Regarding Dedication of Right of Way and Certain Improvements to Ronald Reagan Boulevard. Funding Source: Road Bonds P336

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 11:13 AM
Charlie Crossfield (Originator)	Charlie Crossfield	12/15/2023 11:05 AM
Form Started By: Charlie Crossfield		Started On: 12/13/2023 05:28 PM
Final Approval Date: 12/15/2023		

DEVELOPMENT AGREEMENT BY AND BETWEEN WILLIAMSON COUNTY AND SANTA RITA KC, LLC AND ITS AFFILIATED ENTITIES REGARDING DEDICATION OF RIGHT-OF-WAY AND CERTAIN IMPROVEMENTS TO REAGAN BOULEVARD

This Development Agreement (the "**Agreement**") is made by and between **Williamson County, Texas** (the "**County**") and **Santa Rita KC, LLC**, a Texas limited liability company (the "**Developer**"), both acting by and through their duly authorized agents. **K29 1941 Investments, LP**, a Texas limited partnership, **SRFV Development, LLC**, a Texas limited liability company, **Santa Rita Investments, Ltd.**, a Texas limited partnership, **Santa Rita C7 Investments, LLC**, a Texas limited liability company, **Santa Rita Commercial, LLC**, a Texas limited liability company, **Santa Rita Master Community, Inc.**, a Texas non-profit corporation, **Wilco Land Investments I, LLC**, a Texas limited liability company, **Wilco Land Investments II, LLC**, a Texas limited liability company and **Wilco Land Investments III, LLC**, a Texas limited liability company ("**Affiliates**"), entities affiliated with the Developer and acting by and through their duly authorized agents, are joining this Agreement for the limited purpose of indicating their agreement to dedicate land and/or grant easements as set out below. The term "**Developer Parties**" means the Developer and the Affiliates, collectively, and the term "**Parties**" means the County and the Developer Parties.

RECITALS

WHEREAS, the Developer Parties own and/or have developed land abutting Ronald Reagan Blvd. ("**Reagan Blvd**"), as depicted on **Exhibit A** attached (the "**Property**"); and

WHEREAS, the Developer Parties intend to continue to invest in, or develop, the Property as residential development with some commercial uses; and

WHEREAS, the County and the Developer Parties acknowledge the need to make certain improvements to Reagan Blvd (the "**Reagan Improvements**") to accommodate the development of the Property and to support County's regional road system, and the Developer Parties and the County have reached certain agreements with respect to the installation of the Reagan Improvements and the impact of such installation on the Property which they wish to memorialize by this Agreement; and

WHEREAS, the Reagan Improvements will be constructed in phases, consisting of an interim improvements (the "**Interim Project**") and permanent improvements (the "**Permanent Project**");

NOW THEREFORE, in consideration of the mutual covenants and agreements made herein, the Parties do hereby agree as follows:

Article I.
County Responsibilities

1.1 The County, at the County's expense, will be responsible for the design and construction of the Reagan Improvements, which include additional turn lanes, interim traffic

signals, permanent traffic signals and utility improvements, as described herein. A more detailed list of the Reagan Improvements is shown on **Exhibit B** attached. The County will commence construction of the Interim Project on or before twelve months after the execution of this Agreement.

1.2 As part of the Interim Project, once a traffic signal is warranted in accordance with the County's traffic guidelines, the County, at the County's expense, will install temporary traffic signals at the following intersections: (i) Reagan Blvd and Kauffman Loop (the "**Kauffman Intersection**"), (ii) Reagan Blvd and Santa Rita Boulevard (the "**SR Blvd Intersection**"), (iii) Reagan Blvd and Elizabeth Park Boulevard (the "**Elizabeth Park Intersection**"), and (iv) Reagan Blvd and Tower Road ("the **Tower Intersection**"). As part of the Permanent Project, the County, at the County's expense, will replace previously installed temporary traffic signals with permanent traffic signals, and as to any such intersection where a traffic signal was not installed as a part of the Interim Project, once the traffic signal is warranted in accordance with the County's traffic regulations, the County, at the County's expense, will install a permanent traffic signal at such intersection(s). Each of the Kauffman Intersection, SR Blvd Intersection, Elizabeth Park Intersection and Tower Intersection (which may be referred to collectively as the "**Primary Intersections**") is shown on **Exhibit C** attached.

1.3 As a part of the Interim Project, the County, at the County's expense, will build northbound and southbound deceleration lanes and acceleration lanes at each of the Primary Intersections and also at the intersections of (i) Reagan Blvd and Augustine Way and (ii) Reagan Blvd and Mercy Way/Artwater Street (both of which also are shown on **Exhibit C**). Any such deceleration or acceleration lane built by the County and then disturbed by the Permanent Project will be replaced by the County at the County's expense.

1.4 At any time after completion of the Interim Project, the County will allow the Developer, at the Developer's expense, to install pedestrian crossings under or through the Reagan Blvd right of way at the locations shown on **Exhibit D** attached. The County and the Developer will enter into a license agreement which shall state that the crossings will be built and maintained by the Developer after construction subject to the Developer's right to transfer such maintenance obligations to a homeowner's association serving portions of the Property. The form for the license agreement is attached hereto as **Exhibit E**.

1.5 The County agrees no easement or right of way will be required out of the Property for stormwater drainage requirements for either the Interim Project or the Permanent Project. All stormwater detention requirements for the Interim Project and the Permanent Project will be at the expense of the County.

1.6 The County will not condition the grant of any approvals for the construction of any improvements within the Property on the completion of the Reagan Improvements and/or the improvements the County is agreeing to build under this Agreement (*i.e.*, the County will not deny or condition any permit for the design or construction of improvements within the Property on the construction, installation, or deposit of fiscal for, any improvements which the County is building under this Article 1 or any of the Reagan Improvements).

1.7 The County will not require more than a twenty-five foot (25') setback from the Reagan Blvd right of way within the portions of the Property that abut Reagan Blvd.

1.8 As a part of both the Interim Project and the Permanent Project, the County will install sleeves, conduit and/or pipes within the Reagan Blvd right of way to allow utilities to cross between the east and west sides of Reagan Blvd which adjoin the Property in the approximate locations shown on **Exhibit F**. The County will cause the contractor(s) to bid installation of such sleeves as an alternate, and the Developer will pay the cost of such installation pursuant to the alternate bid.

1.9 To the extent utilities currently located on or adjacent to the Property are relocated and/or new utility lines are built in connection with the construction of any Reagan Improvements, the County will relocate and/or construct such utility improvements at the County's expense. The County will not damage any then-existing entry, signage or landscaping improvements located at the intersections of roads within the Property and Reagan Blvd (and to the extent such damage occurs, the County will promptly repair and/or replace, with like quality items, the damaged items at the County's expense). Without limiting the generality of the remainder of this Section 1.9, the County will bore under each of the Primary Intersections (and other intersections of public roads within the Property and Reagan Blvd) for the installation or relocation of utilities at sufficient depths as to not damage any improvements located at such intersections. The County also will locate its utility crossings of Reagan Blvd outside of such intersections to limit the damage to the sign, entry and landscaping improvements located at such intersections.

1.10 The County will use reasonable efforts to minimize disruption to the traffic patterns within the Property in constructing the Reagan Improvements, including constructing alternate access points during any extended period of closure.

1.11 The County acknowledges that cattle are located on various portions of the Property. In each area where cattle are or may be located, the County will build replacement fences of at least the same quality as those removed and will build such replacement fences before removing the existing fences so that the cattle will be contained by fencing at all times. The Developer has approved the fencing specifications attached as **Exhibit G**. Existing fences that do not need to be removed for construction of the Interim Project can remain until the Permanent Project is built (at which time, to the extent fences remain on the Property, the same procedure will be followed and the County will replace such fences in the same manner as described in this Section 1.11). Prior to removal of any fence, the County shall contact the Developer's designated representative to confirm whether cattle are grazed in the area proposed for fence removal. The Developer's current representative for this purpose only is Mike Griffin at (512) 217-1226.

Article II.
Developer Obligations

2.1 The Developer Parties will dedicate to the County approximately 11.05 acres of right-of-way for the construction of the Interim Project and approximately 10.29 acres of right-of-way for the Permanent Project, which areas are described on **Exhibit H**. The County, at the County's expense, will create a separate metes and bounds description for the portion of the Property owned by each of the Developer Parties that will be dedicated pursuant to the preceding

sentence. The dedications to the County will be free and clear of all liens and subject to the County's timely completion of each such metes and bounds description, shall occur within sixty (60) days after the last to occur of (i) the date all Parties approve and enter into this Agreement, and (ii) the date the County notifies the Developer that the Contingency (defined in Section 2.2) is satisfied (such later date, the "**Final Approval Date**").

2.2 The City of Georgetown, Texas (the "**City**") currently holds twenty foot (20') wide waterline easements (the "**Existing Water Easements**") adjacent to the Reagan Blvd right of way generally in the locations shown on **Exhibit I**. The Parties' obligations under this Agreement are contingent (the "**Contingency**") upon the County entering into an Interlocal Agreement with the City in a form approved by the Developer under which the County and City agree that at the County's expense, and as a part of the Permanent Project, (i) the City will relocate to the west side of the Reagan Blvd right of way, and either abandon in place or remove, the segment of the 24" water line located within the Existing Water Easements that adjoins and extends along the east side of the Reagan Blvd right of way and is identified on **Exhibit I** as "**Abandoned Line**" (so referred to herein), and (ii) upon such relocation, the City will permanently release the portions of the Existing Water Easements in which the Abandoned Line is located. The City must acknowledge in the Interlocal Agreement that prior to such relocation, all or part of the Existing Water Easements may be subsumed within the Reagan Blvd right of way dedicated by the Developer and Affiliates as described in Section 2.1 and must agree that (y) the existing 24" water line will not be relocated onto the portions of the Property east of Reagan Blvd, and (z) the City will not require from the Developer Parties any new water easements along Reagan Blvd other than the New Water Easements (this is not intended to preclude a condemnation action filed by the City if future water easements are required for City projects). The Developer Parties will grant new twenty-foot (20') waterline easements (the "**New Water Easements**") along the west side of the Reagan Blvd right of way in the general locations shown on **Exhibit I** (and so labeled) within sixty (60) days after the Final Approval Date. The County, at the County's expense, will obtain surveys of the New Water Easements and the New Water Easements will be on a form approved by the Developer. The County agrees that no amendment may be made to the terms and conditions of the Interlocal Agreement that would modify the terms of this Section 2.2 without the Developer's prior written approval. ***If the Contingency is not satisfied by January 31, 2024, either the Developer or the County may terminate this Agreement on notice to the other Party, delivered before the Contingency is satisfied.***

Article III.
Miscellaneous

3.1 Mutual Assistance. Each of the Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions of this Agreement.

3.2 Representations and Warranties. The County represents and warrants to the Developer that this Agreement is within its authority, and that it is duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. The Developer Parties represent and warrant to the County that they have the requisite authority to enter into this Agreement.

3.3 Default. If any of the Parties should default in the performance of any obligations of this Agreement, the other party(ies) shall provide such defaulting party written notice of the default, and a period of thirty (30) days to cure such default, provided, however, if the nature of the default does not involve the payment of money and is such that it cannot be reasonably cured within thirty (30) days, then the defaulting party shall have such time as is reasonably necessary to cure the default so long as the cure is commended in thirty (30) days and diligently pursued to completion, prior to instituting an action for breach or pursuing any other remedy for default. If the defaulting party remains in default after notice and opportunity to cure, the non-defaulting party(ies) shall have the right to pursue any remedy at law or in equity for the defaulting party's breach.

3.4 Attorney's Fees. In the event any legal action or proceeding is commenced between any of the Parties to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

3.5 Entire Agreement. This Agreement contains the entire agreement between the Parties as to the widening of Reagan Blvd.

3.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns, as (i) successor to the County in building the Reagan Improvements or (ii) successor to a Developer Party as owner of the applicable portion of the Property.

3.7 Assignment. The obligations of the Developer Parties shall run with the land to the extent not fully performed (the Parties anticipate that upon the dedication by a particular Developer Party of its land and/or grant of the temporary drainage easement or required New Water Easement, the obligations of that Developer Party will be deemed fully performed). The Developer may assign all or part of its rights and obligations to a third party without the written consent of the County, so long as the assignee has the financial ability and development experience to perform the obligations of Developer hereunder. The County will execute a release of this Agreement at the request of an Developer Party who has fully performed its obligations under this Agreement, to acknowledge such Developer Party has no further obligations hereunder.

3.8 Amendment. This Agreement may only be amended, altered or revoked by written instrument signed by the Parties; provided, however, that each of the Developer Parties, by its signature to this Agreement, agrees that the Developer is authorized to sign any amendment to this Agreement, and such signature will bind each of the Developer Parties ***except*** any Developer Party with a continuing obligation under this Agreement whose land is directly impacted by such amendment must also sign the amendment.

3.9 Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by actual delivery, email (with a copy sent by another method permitted in this Section 3.9), or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

Developer:	c/o Santa Rita KC, LLC Attn: James Edward Horne 7143 Valburn Drive Austin, Texas 78731 Email: ed@srraustin.com
With a copy to:	Hurst, Savage & Vanderburg, LLP Attn: Ann Vanderburg 814 W. 10th Street Austin, Texas 78701 Email: avanderburg@hsvllp.com
County:	Williamson County, Texas Bill Gravell, County Judge 710 S. Main Street Georgetown, TX 78626 Email:
With a copy to:	Charlie Crossfield Sheets & Crossfield, PLLC 309 East Main St. Round Rock, TX 78664 Email: charlie@scrrlaw.com

Either Party may designate a different address at any time upon written notice to the other party.

3.10 Interpretation. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

3.11 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

3.12 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

3.13 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

3.14 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

3.15 Exhibits. The following Exhibits are attached and incorporated by reference for all purposes:

Exhibit "A"	Sketch Showing the Property
Exhibit "B"	Reagan Improvements
Exhibit "C"	Road Intersections
Exhibit "D"	Pedestrian Crossings
Exhibit "E"	Form of License Agreement for Pedestrian Crossings
Exhibit "F"	Location of Sleeves
Exhibit "G"	Fence Specifications
Exhibit "H"	Right of Way to be Dedicated
Exhibit "I"	Existing and New Water Line Locations

3.16 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The County, its past, present and future officers, elected officials, employees and agents of the County, do not assume any responsibilities or liabilities to any third party in connection with the development of the Reagan Improvements or the design, construction or operation of any portion of the Reagan Improvements.

3.17 Force Majeure. If, by reason of Force Majeure (as hereinafter defined), any Party shall be rendered wholly or partially unable to carry out its obligations under this Agreement after its effective date, then such Party shall give written notice of the particulars of such Force Majeure to the other Party or Parties within a reasonable time after the occurrence thereof. The obligations of the Party giving such notice, to the extent affected by such Force Majeure, shall be suspended during the continuance of the inability claimed and for no longer period, and any such Party shall in good faith exercise its best efforts to remove and overcome such inability. The term "**Force Majeure**" as utilized herein shall mean and refer to acts of God: acts of public enemies; orders of any kind of the government of the United States, the State of Texas, or any other civil or military authority; lightning; fires; hurricanes; storms; floods; or other natural disasters or other causes not reasonably within the control of the Party claiming such inability.

3.18 Effective Date. This Agreement becomes effective when signed by the last Party whose signature makes this Agreement fully executed.

(Signature Pages Follow)

IN WITNESS WHEREOF, THE PARTIES have executed counterparts to effectuate this Agreement to be effective as of the last date of due execution.

THE COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell
County Judge

Date:_____

Attest:

_____
Nancy Rister, County Clerk

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Bill Gravell, County Judge of Williamson County, Texas, on behalf of said governmental entity.

_____
Notary Public, State of Texas

THE DEVELOPER PARTIES:

SANTA RITA KC, LLC, a Texas limited liability company

By: MREM Texas Manager, LLC, a Delaware limited liability company, Manager

By: _____
James Edward Horne, Vice President

K29 1941 INVESTMENTS, LP, a Texas limited partnership

By: K29 GP, LLC, a Texas limited liability company, General Partner

By: MREM Texas Manager, LLC, a Delaware limited liability company, Manager

By: _____
James Edward Horne, Vice President

SRFV DEVELOPMENT, LLC, a Texas limited liability company

By: MREM Texas Manager, LLC, a Delaware limited liability company, Manager

By: _____
James Edward Horne, Vice President

SANTA RITA INVESTMENTS, LTD., a Texas limited partnership

By: MREM Texas Manager, LLC, a Delaware limited liability company, General Partner

By: _____
James Edward Horne, Vice President

SANTA RITA C7 INVESTMENTS, LLC, a Texas limited liability company

By: MREM Texas Manager, LLC, a Delaware limited liability company, Manager

By: _____
James Edward Horne, Vice President

SANTA RITA COMMERCIAL, LLC, a Texas limited liability company

By: MREM Texas Manager, LLC, a Delaware limited liability company, General Partner

By: _____
James Edward Horne, Jr.
Vice President

SANTA RITA MASTER COMMUNITY, INC., a Texas non-profit corporation

By: _____
CA Elder, President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 13 day of Dec, 2023 by James Edward Horne, in his capacities as Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, in its capacity as (A) Manager of **SANTA RITA KC, LLC**, a Texas limited liability company, (B) Manager of K29 GP, LLC, a Texas limited liability company, General Partner of **K29 1941 INVESTMENTS, LP**, a Texas limited partnership, (C) Manager of **SRFV DEVELOPMENT, LLC**, a Texas limited liability company, (D) General Partner of **SANTA RITA INVESTMENTS, LTD.**, a Texas limited partnership, (E) Manager of **SANTA RITA C7 INVESTMENTS, LLC**, a Texas limited liability company, and (F) Manager of **SANTA RITA COMMERCIAL, LLC**, a Texas limited liability company, on behalf of said entities.

CORINA R. HINOJOS
NOTARY PUBLIC - STATE OF TEXAS
ID# 2279126
COMM. EXP. 09-28-2024

Corina R. Hinojos
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 13 day of Dec, 2023 by CA Elder, as President of **SANTA RITA MASTER COMMUNITY, INC.**, a Texas non-profit corporation, on behalf of said corporation.

CORINA R. HINOJOS
NOTARY PUBLIC - STATE OF TEXAS
ID# 2279126
COMM. EXP. 09-28-2024

Corina R. Hinojos
Notary Public, State of Texas

(Developer Party Signatures Continue on Following Pages)

WILCO LAND INVESTMENTS I, LLC, a Texas limited liability company

By: _____
James H. Kauffman, President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Tarrant §

This instrument was acknowledged before me on this the 13th day of December 2023 by James H. Kauffman, President of **WILCO LAND INVESTMENTS I, LLC**, a Texas limited liability company, on behalf of said company.

_____
Notary Public, State of Texas

AMBER MONDRAGON
Notary Public, State of Texas
Comm. Expires 04-21-2025
Notary ID 13305329-2

WILCO LAND INVESTMENTS II, LLC, a
Texas limited liability company

By: _____
Rebecca S. Kauffman, President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Rebecca S. Kauffman, President of WILCO LAND INVESTMENTS II, LLC, a Texas limited liability company, on behalf of said company

_____
Notary Public, State of Texas

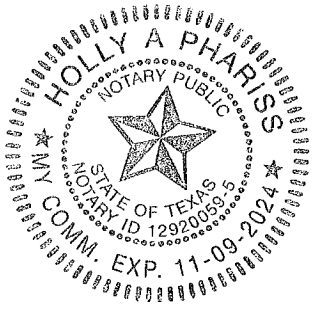
WILCO LAND INVESTMENTS III, LLC, a
Texas limited liability company

By: _____
Allen P. Kauffman, President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 13 day of December, 2023 by Allen P. Kauffman, President of WILCO LAND INVESTMENTS III, LLC, a Texas limited liability company, on behalf of said company



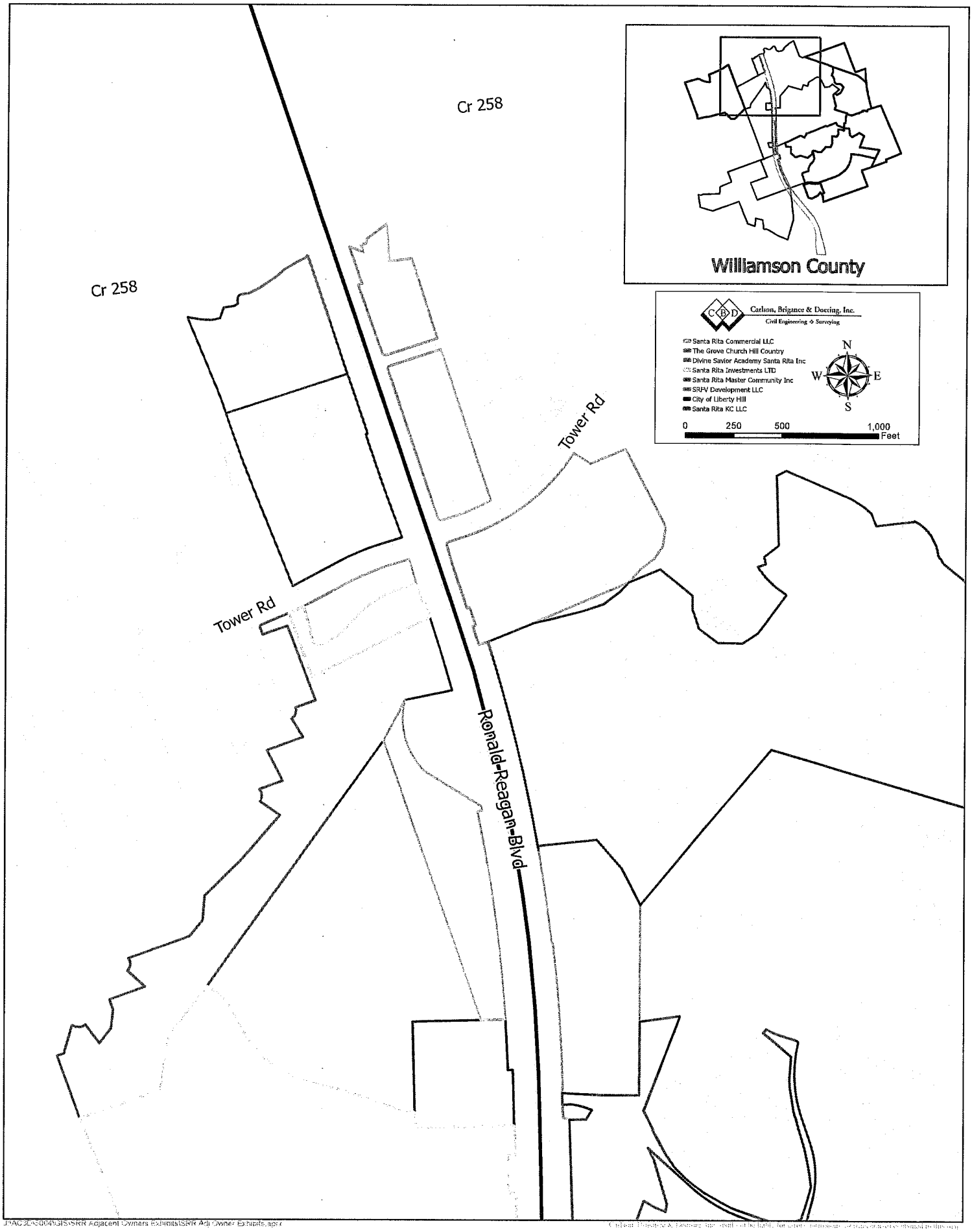
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Notary Public, State of Texas

EXHIBIT A
The Property

[attached]

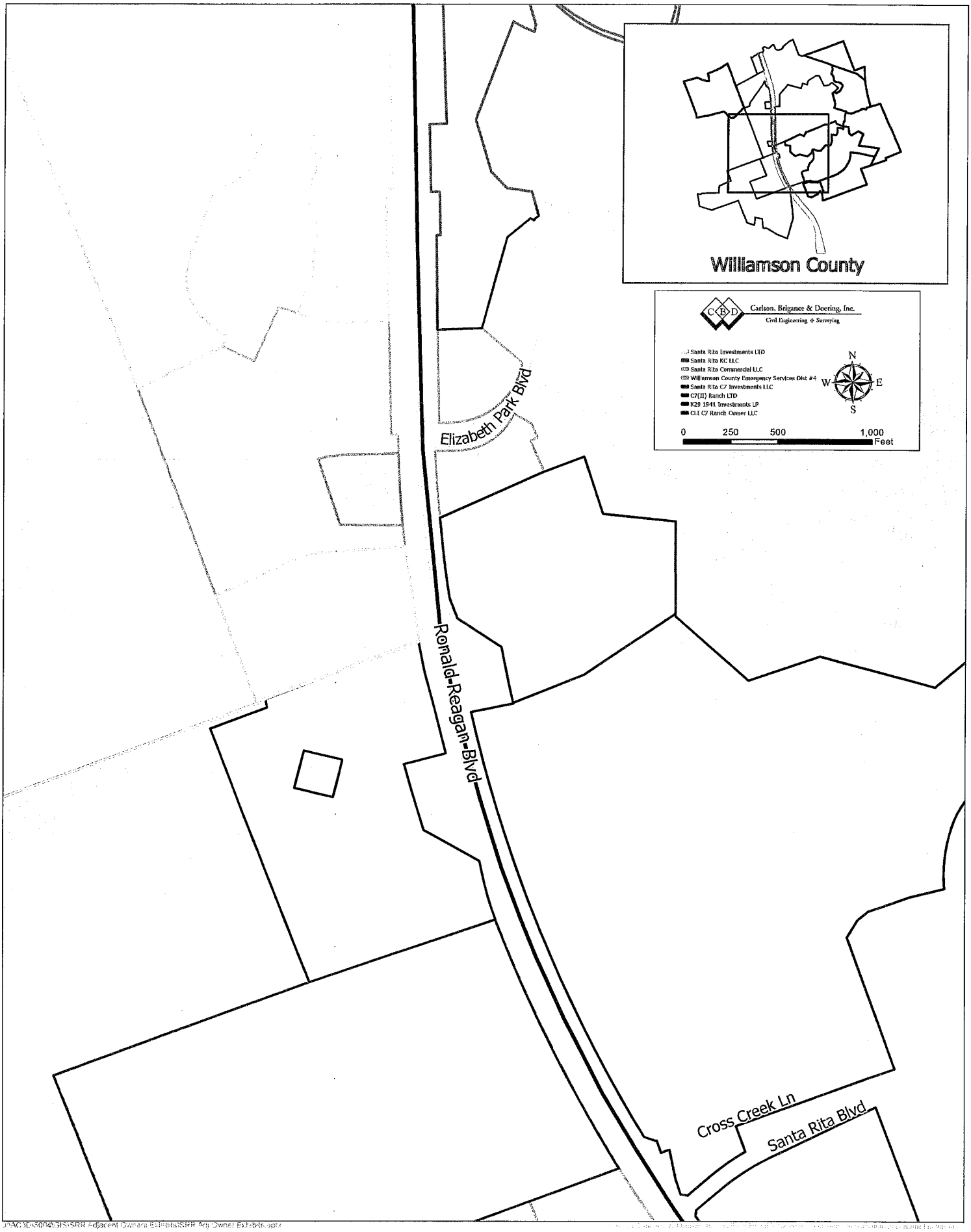
Santa Rita Ranch Ownership

October 23, 2023



Santa Rita Ranch Ownership

October 23, 2023



Santa Rita Ranch Ownership

October 23, 2023

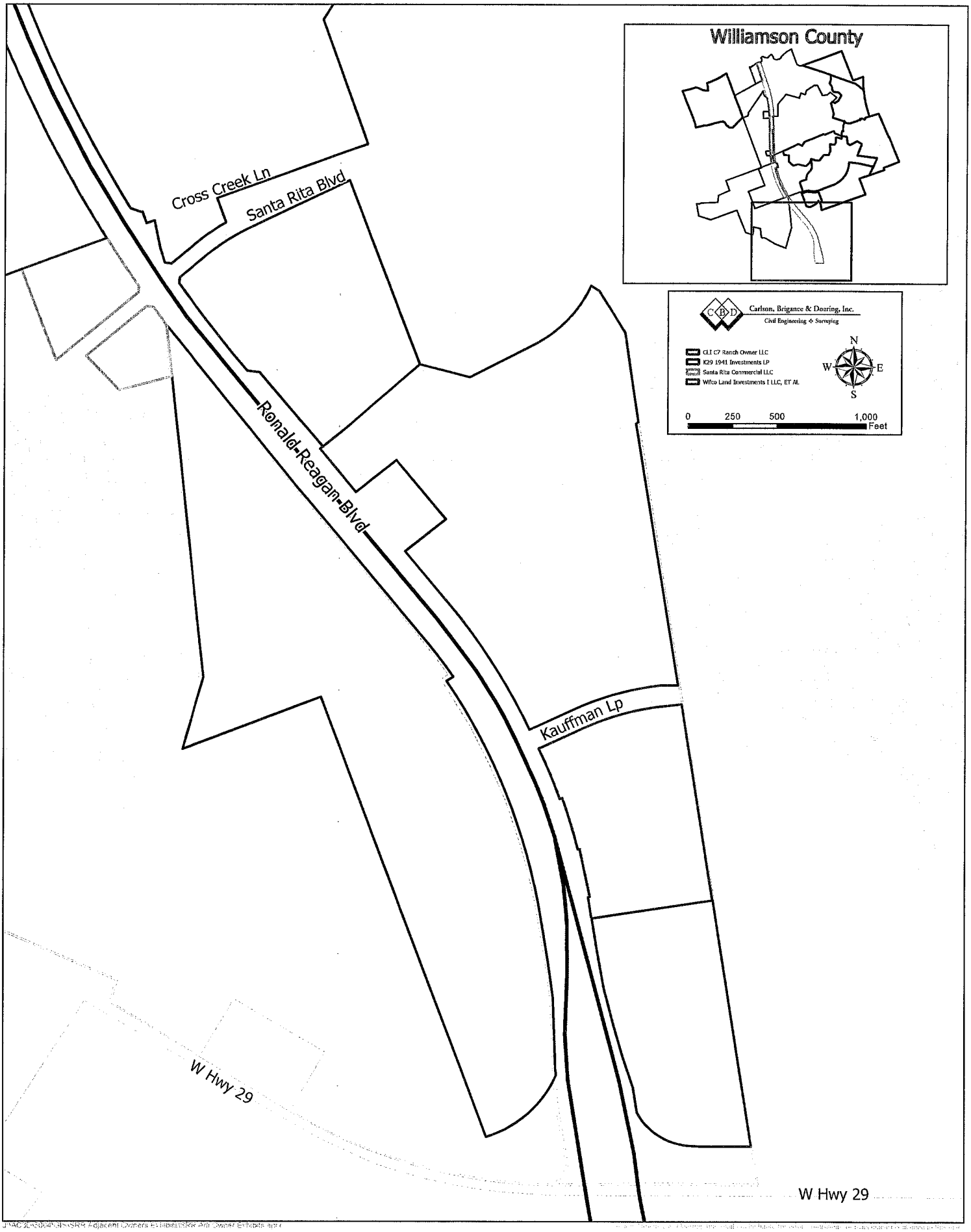
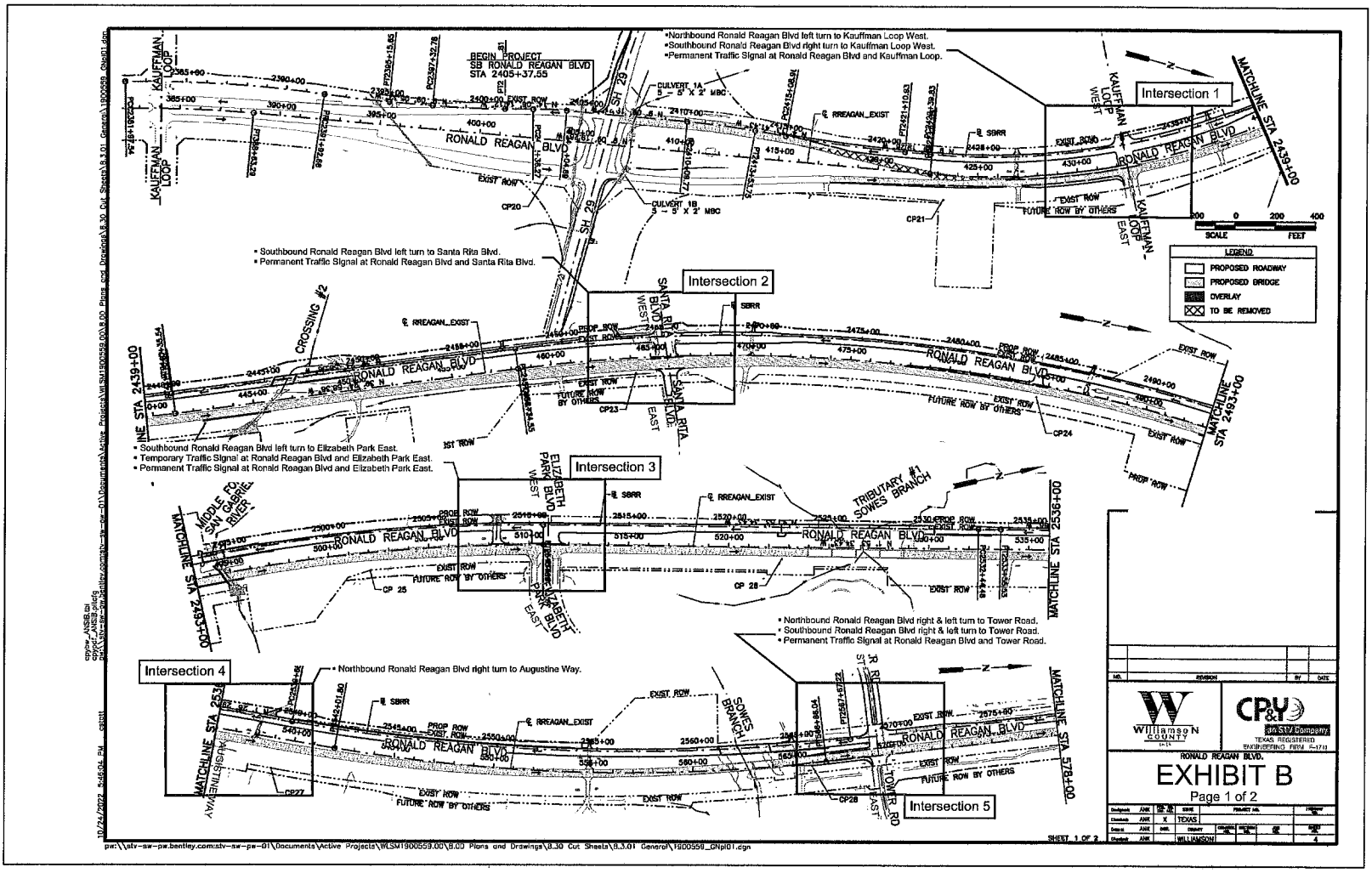


EXHIBIT B
Reagan Improvements



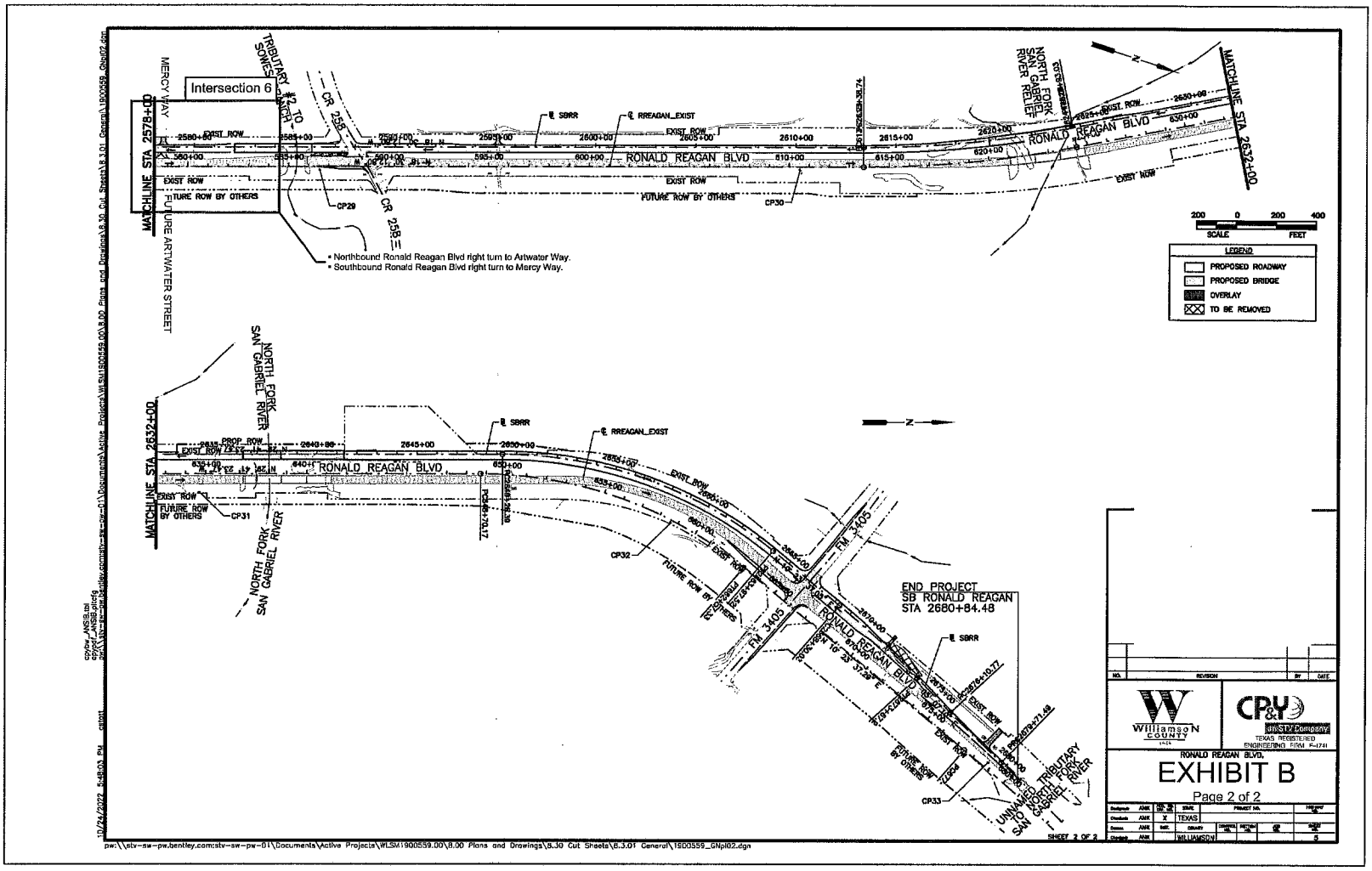

Intersection 6
MERCY WAY
TRIBUTARY TO SONES BRANCH
CR 258
MATCHLINE STA 25780+00
MATCHLINE STA 26320+00
RONALD REAGAN BLVD
EXIST ROW
FUTURE ROW BY OTHERS
FUTURE ARTWATER STREET
CP29
CP30
CP31
CP32
CP33
NORTH FORK SAN GABRIEL RIVER
NORTH FORK SAN GABRIEL RELIEF
℄ SBRR
℄ RREAGAN_EXIST
FM 3405
END PROJECT
SB RONALD REAGAN
STA 2680+84.48
UNNAMED TRIBUTARY TO NORTH FORK SAN GABRIEL RIVER
• Northbound Ronald Reagan Blvd right turn to Artwater Way.
• Southbound Ronald Reagan Blvd right turn to Mercy Way.
SCALE
FEET
LEGEND
PROPOSED ROADWAY
PROPOSED BRIDGE
OVERLAY
TO BE REMOVED
Williamson County
CP&Y
RONALD REAGAN BLVD,
EXHIBIT B
Page 2 of 2
SHEET 2 OF 2

EXHIBIT C
Road Intersections

[attached]

Carlson, Brigance & Doering, Inc.
Civil Engineering ❖ Surveying

SANTA RITA RANCH ROADWAY EXHIBIT

December 13, 2023

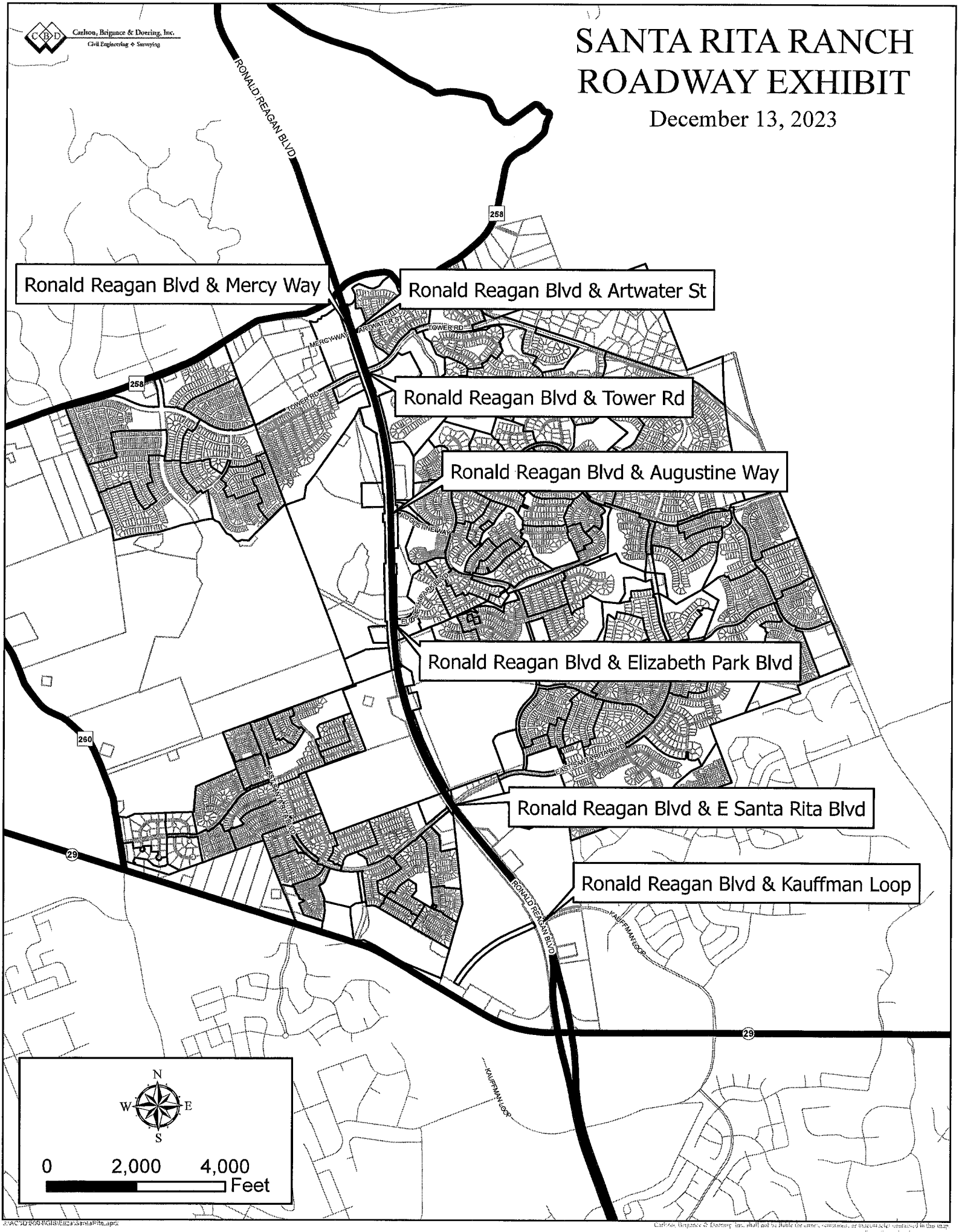
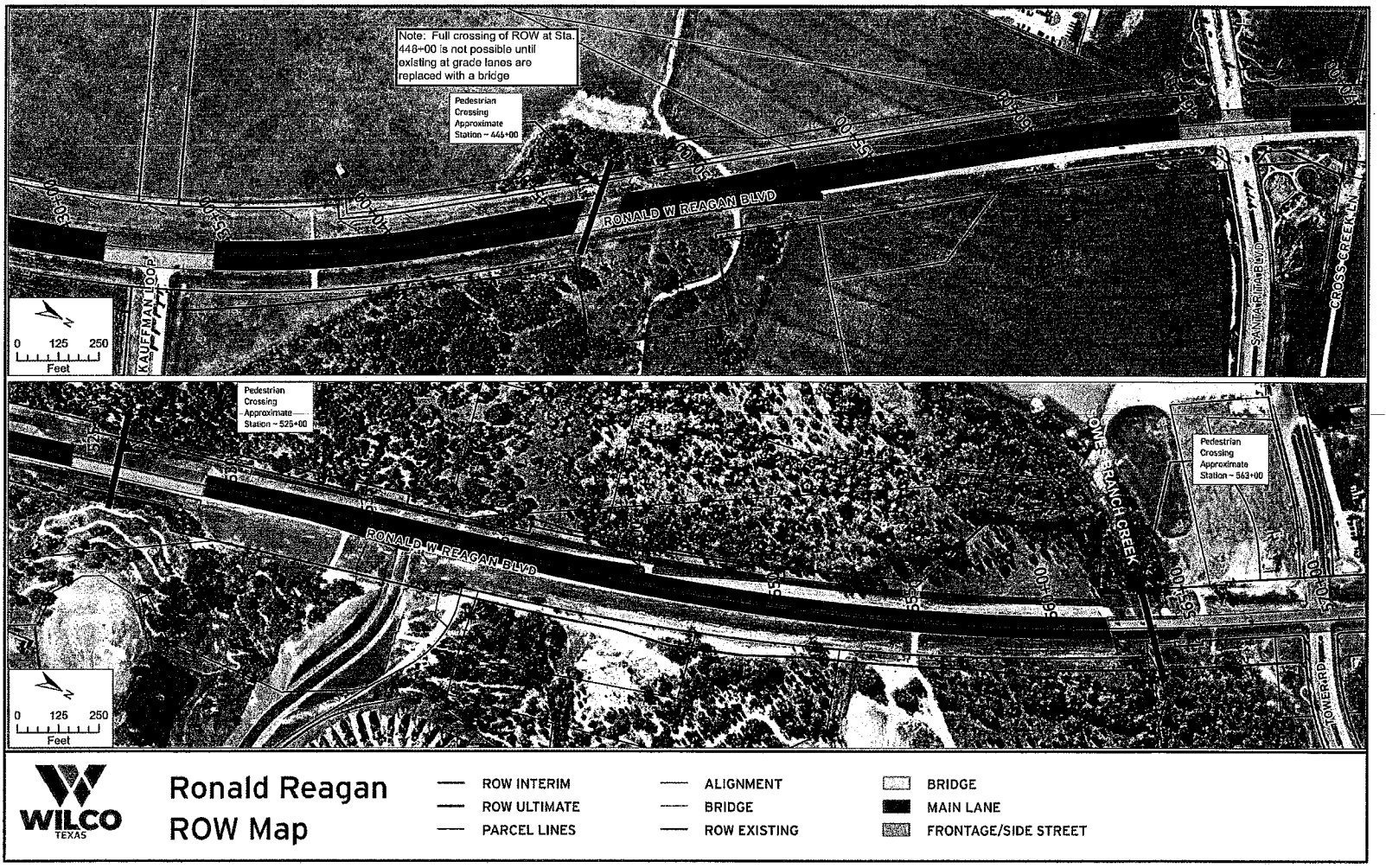
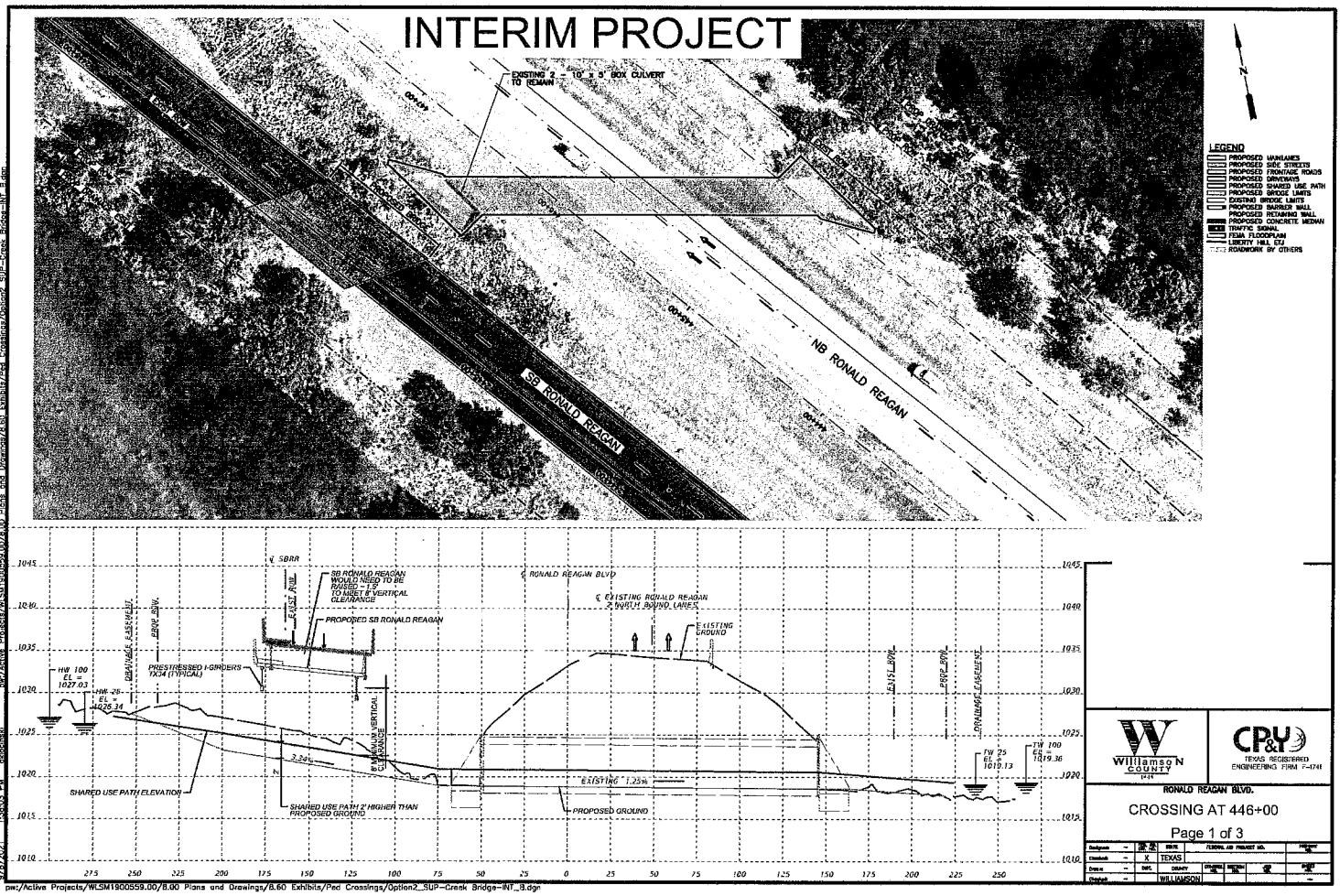


EXHIBIT D
Pedestrian Crossings





pw:/Active Projects/WLSM1900559.00/8.00 Plans and Drawings/8.60 Exhibits/Ped Crossings/Option2_SUP-Creek Bridge-INT_B.dgn

WILLIAMSON COUNTY

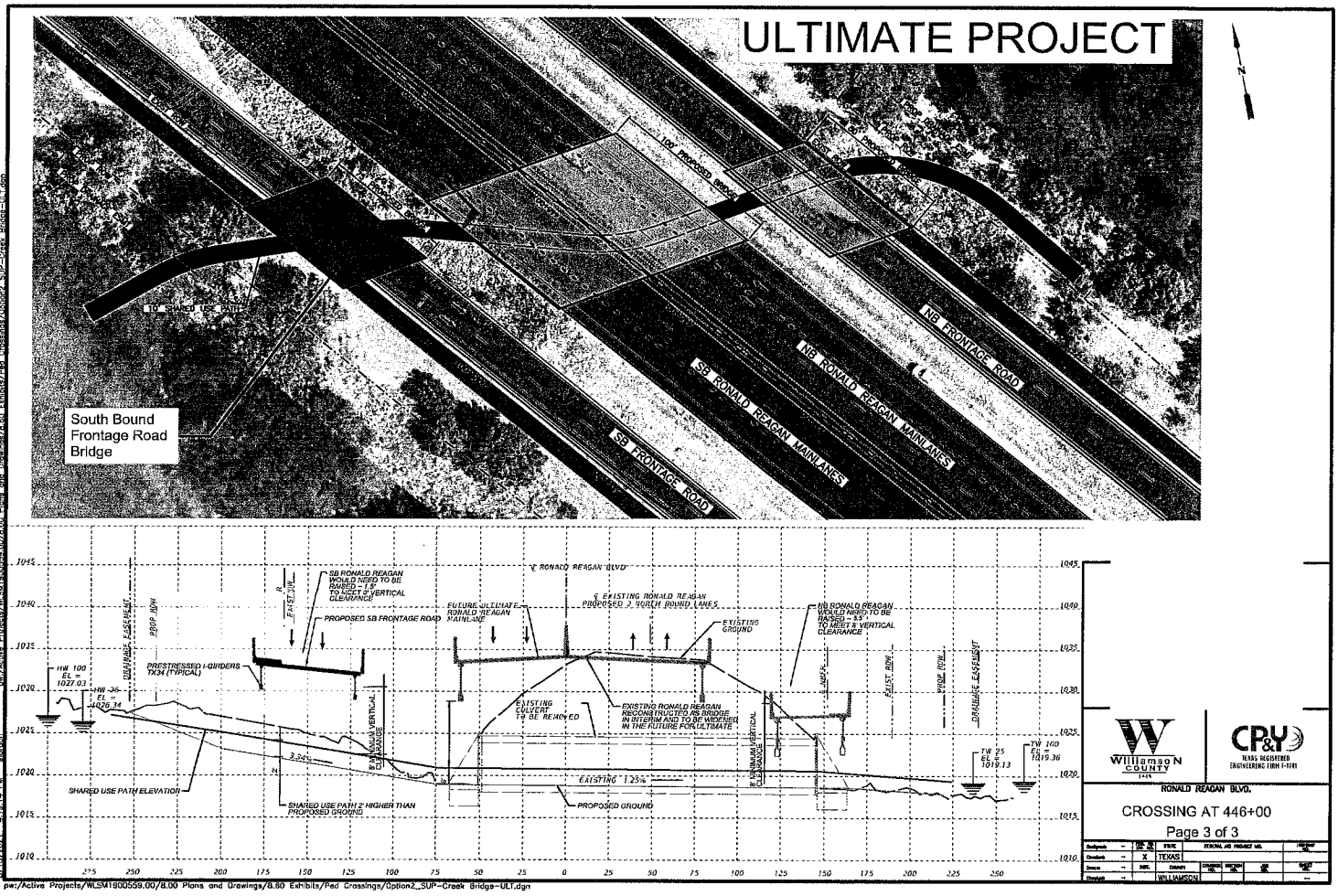
CP&Y TEXAS REGISTERED ENGINEERING FIRM F-474

RONALD REAGAN BLVD.

CROSSING AT 446+00

Page 1 of 3

Designed	-	CP&Y	DATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
Detailed	-	X	TEXAS		
Drawn	-	DRC	CHKD	STATE PROJECT NO.	SHEET NO.
Checked	-		WILLIAMSON		



RONALD REAGAN BLVD.

CROSSING AT 446+00

Page 3 of 3

pw:/Active Projects/WLSM1900559.00/8.00 Plans and Drawings/8.80 Exhibits/Ped Crossings/Option2_SUP-Creek Bridge-ULT.dgn

Exhibit E

Form of License Agreement for Pedestrian Crossings

PERMIT AND LICENSE FOR PASS ACROSS COUNTY ROADWAY

(ALL ROADWAY CLASSES)
PLEASE PRINT OR TYPE INFORMATION

_____
DATE PERMIT ISSUED

Ronald Reagan Boulevard
ROADWAY IDENTIFICATION

_____
PERMIT NUMBER

Sta. _____
APPROX. ROADWAY BASELINE STA. OF CROSSING

From _____ TO _____
LOCATION OF SUBJECT ROADWAY

List any attachments or items referenced such as "Engineering Estimates," Plans", "Drawings" or "Specification Items."

Exhibit "A": pedestrian crossing locations

Williamson County, Texas, hereinafter called "County", hereby authorizes the use and maintenance of a License and Pass under the subject roadway to:

_____
NAME OF GRANTEE

_____
AREA CODE TELEPHONE NUMBER

_____
ADDRESS

_____
CITY STATE ZIP

The following County Representative will be notified forty-eight (48) hours prior to starting any construction in or affecting County right of way or property.

Williamson County Engineer

512-943-3330
COUNTY TELEPHONE NUMBER

_____

3151 S.E. Inner Loop, Suite B
COUNTY ADDRESS

Georgetown, Texas 78626
CITY STATE ZIP

The permit and license is subject to the following conditions:

1. The design or use of this Pass will be in conformance with County policies, plans and specifications approved by County.

2. All work in the County right of way in connection with the construction, maintenance, and any future modifications of the Pass and any improvements will be approved and supervised by County, and shall be completed at the sole expense and responsibility of Grantee.

3. The Grantee will indemnify and hold harmless County and its agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.

4. Other than the right to transfer this permit and license right, and any associated improvement maintenance obligations, to any duly formed Homeowners or Property Owners Association regulating the property adjacent to the locations described herein, Grantee shall have no right of assignment whatsoever to the whole or any part of the Pass without prior written approval from the County, which shall not be unreasonably withheld, conditioned, or delayed, nor to erect any improvements thereon other than those listed within this Permit.

5. It is expressly understood that the use and maintenance of this Pass shall be at the sole expense of Grantee or its approved assigns, is limited to use as a paved pedestrian and non-motorized vehicle trail*, path, and related typical signage or appurtenances, crossing under the elevated portions of the proposed Ronald Reagan Boulevard facility main lanes and any frontage roads, should such be constructed, in the location as described herein and/or as shown in the attached Exhibit "A", and shall expire upon the cessation of use by said Grantee and will be subject to such regulations as are determined by the County to be necessary in the interest of public safety and in compliance with approved engineering principles and practice. *the use of the Pass at Kauffman Loop will allow golf carts or similar electric vehicles

6. The Grantee shall at all times allow access and egress to the Pass by the County for necessary inspection and maintenance of any roadway facility or other such activities as may be required within the roadway right of way. The County will also be solely responsible for determining what amount of maintenance and repair is routine maintenance for which the County is responsible and what portion of maintenance and repair is attributed to use by the Grantee for which the Grantee is responsible.

8. It is agreed and understood that said Pass shall not be used as a vehicular access to present or future residential and/or commercial development.

9. It is expressly understood that County does not purport hereby to grant any right, claim, title, or easement in or upon this roadway, and it is further understood that County may terminate this permit if it is determined by the Williamson County Engineer that it interferes or conflicts with the operation, maintenance, use or safety of the roadway or

any other property owned by the County, its successors or assigns, or that Grantee failed to comply with any term of this agreement, if such defect or failure is not adequately cured by Grantee within thirty (30) days following written notice of such defect and potential termination, subject to extensions by County.

10. Should disputes arise as to the parties' obligations, the County's decision shall be final and binding.

11. This Permit becomes effective when signed by the County and shall continue through perpetuity unless modified by mutual agreement of both parties or unless terminated by the County as hereinafter provided.

I, the undersigned, hereby agree to comply with the terms and conditions set out in this permit for installation, maintenance, operation and/or use of a Pass across county road right of way.

_____ _____

SIGNATURE OF GRANTEE DATE OF SIGNATURE

_____ _____

SIGNATURE OF WITNESS DATE OF SIGNATURE

_____ _____

SIGNATURE OF WILLIAMSON COUNTY ENGINEER DATE OF SIGNATURE

EXHIBIT F
Location of Sleeves

[attached]

SANTA RITA RANCH

SANTA RITA RANCH

August 4, 2023

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying

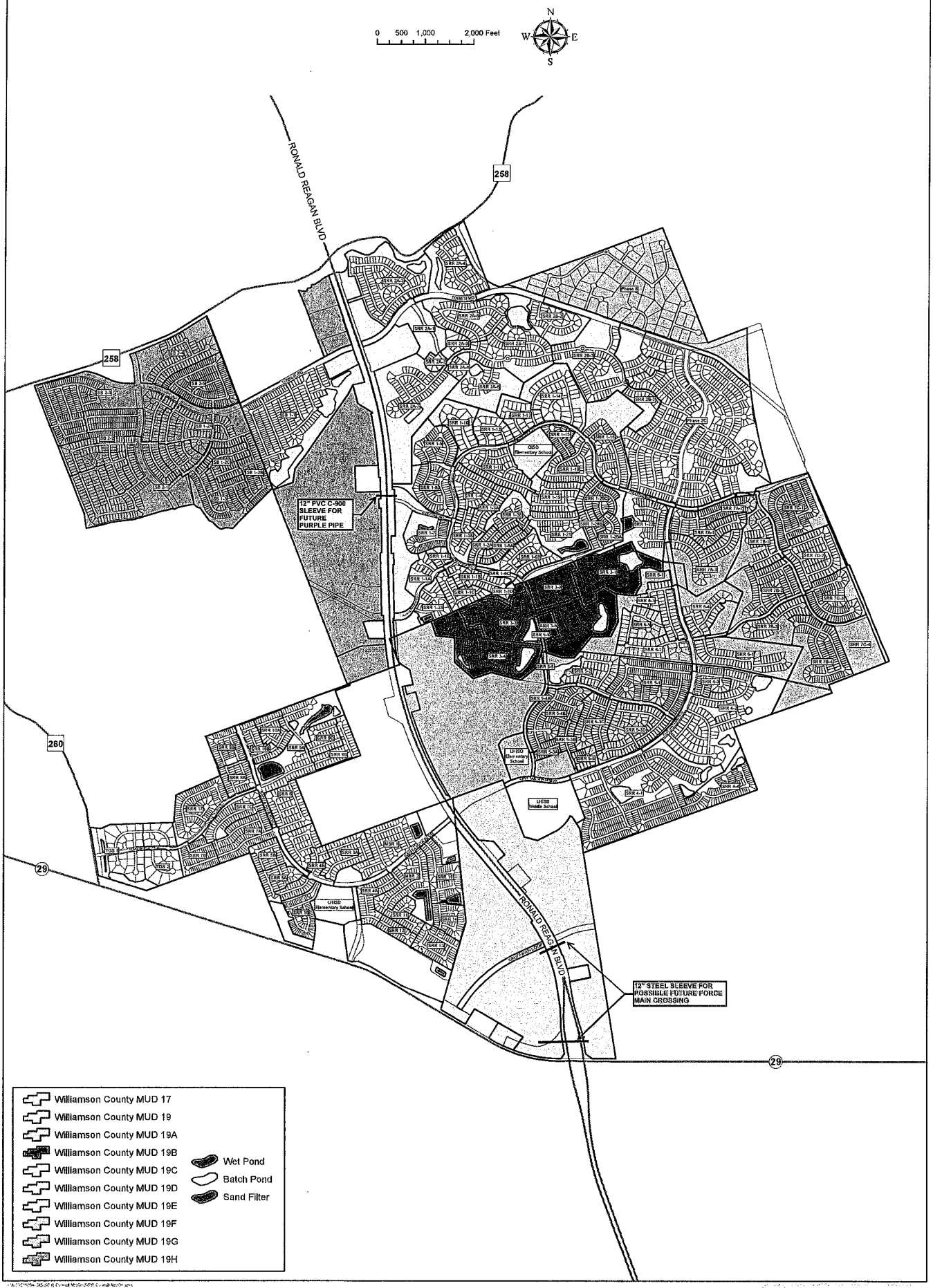
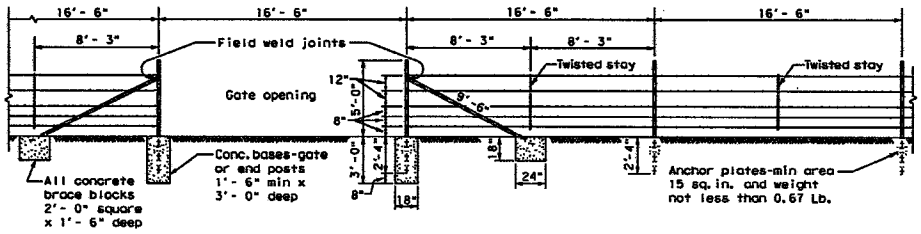


EXHIBIT G
Fence Specifications

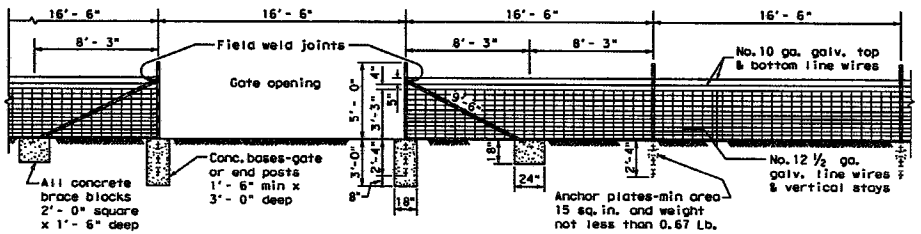
[attached]

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

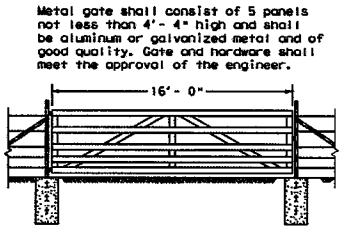


SECTION GALVANIZED BARBED WIRE FENCE WITH METAL POSTS
BRACING DETAIL USED AT ENDS AND GATES
TYPE "C" FENCE
(See General Note 8)

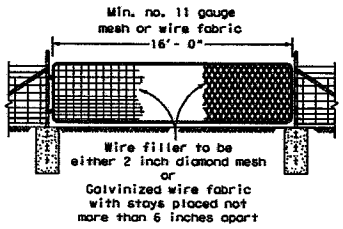


SECTION GALVANIZED WOVEN WIRE FENCE WITH METAL POSTS
BRACING DETAIL USED AT ENDS AND GATES
TYPE "D" FENCE
(See General Note 8)

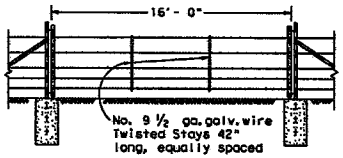
Note:
For Steel pipe and T-Post requirements. (See General Notes 6 & 7)



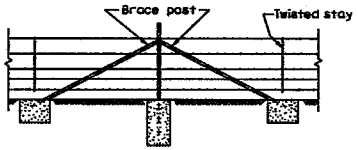
DETAIL TYPE 1 GATE



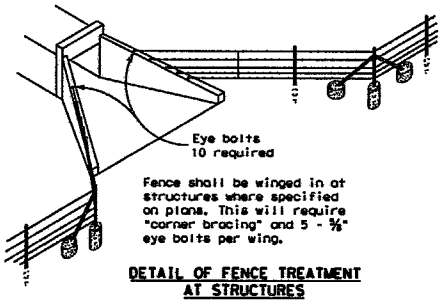
DETAIL TYPE 2 GATE



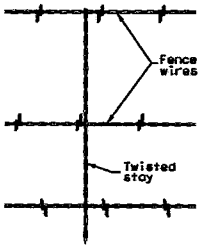
DETAIL TYPE 3 GATE



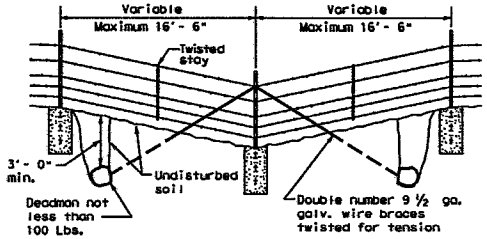
CORNER OR PULL POST ASSEMBLY



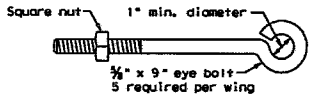
DETAIL OF FENCE TREATMENT AT STRUCTURES



DETAIL OF STAY
(Barbed Wire Fence)



DETAIL OF FENCE SAG



DETAIL OF EYE BOLT

GENERAL NOTES

1. Any high point which interferes with the placing of wire mesh shall be excavated to provide a 2 inch clearance.
2. Latches for Type 1 and Type 2 gates shall be good commercial quality and design latch of the spring, fork or chain type. All latches shall be suitable to the gate and shall be approved by the Engineer.
3. Hinges for Type 2 gates shall be a commercial design approved by the Engineer suitable for post and gate.
4. Concrete shall be of the design and consistency approved by the Engineer and shall contain not less than 4 sacks of cement per cubic yard. Concrete footings are to be crowned at the top to shed water.
5. Steel anchor plates shall be of a design and thickness sufficient to prevent turning of the post in firm soil.
6. Steel pipe end posts, corner and pull posts shall be a minimum of 2" Std. pipe (2.375" O.D., 0.154" wall thickness) with a 1¼" Std. pipe brace (1.660" O.D., 0.140" wall thickness), with a 2"x2"x1/4" angle, or other as approved by the Engineer. Fasteners for securing barbed wire or woven wire fence to metal posts shall be a minimum of 11 gauge galvanized steel wire. Tubular posts shall be fitted with water malleable iron caps.
7. If Steel pipe is used for posts and braces, use standard pipe in accordance with ASTM A 53, Class B or A 501. For T-Posts use steel that meets ASTM A 702. Metal line posts shall be not less than 6'-6" in length and shall weigh not less than (1.33 lbs./lin.ft.). These items shall be in accordance with Item 552, "Wire Fence."
8. Barbed Wire shall be in accordance with ASTM A 121, Class 1 Design designation 12-2-4-1 4R or 12-2-5-1 4R, or as approved by the Engineer.

   Woven Wire Fence (Type D) shall be in accordance with ASTM A 116, Class 1 No. 12-1/2 Grade 60 (See Table 1 ASTM A 116) to the height and design shown on the plans, or as approved by the Engineer.
9. The location of gates and corner posts will be as indicated elsewhere in these plans.

Texas Department of Transportation

Design Division Standard

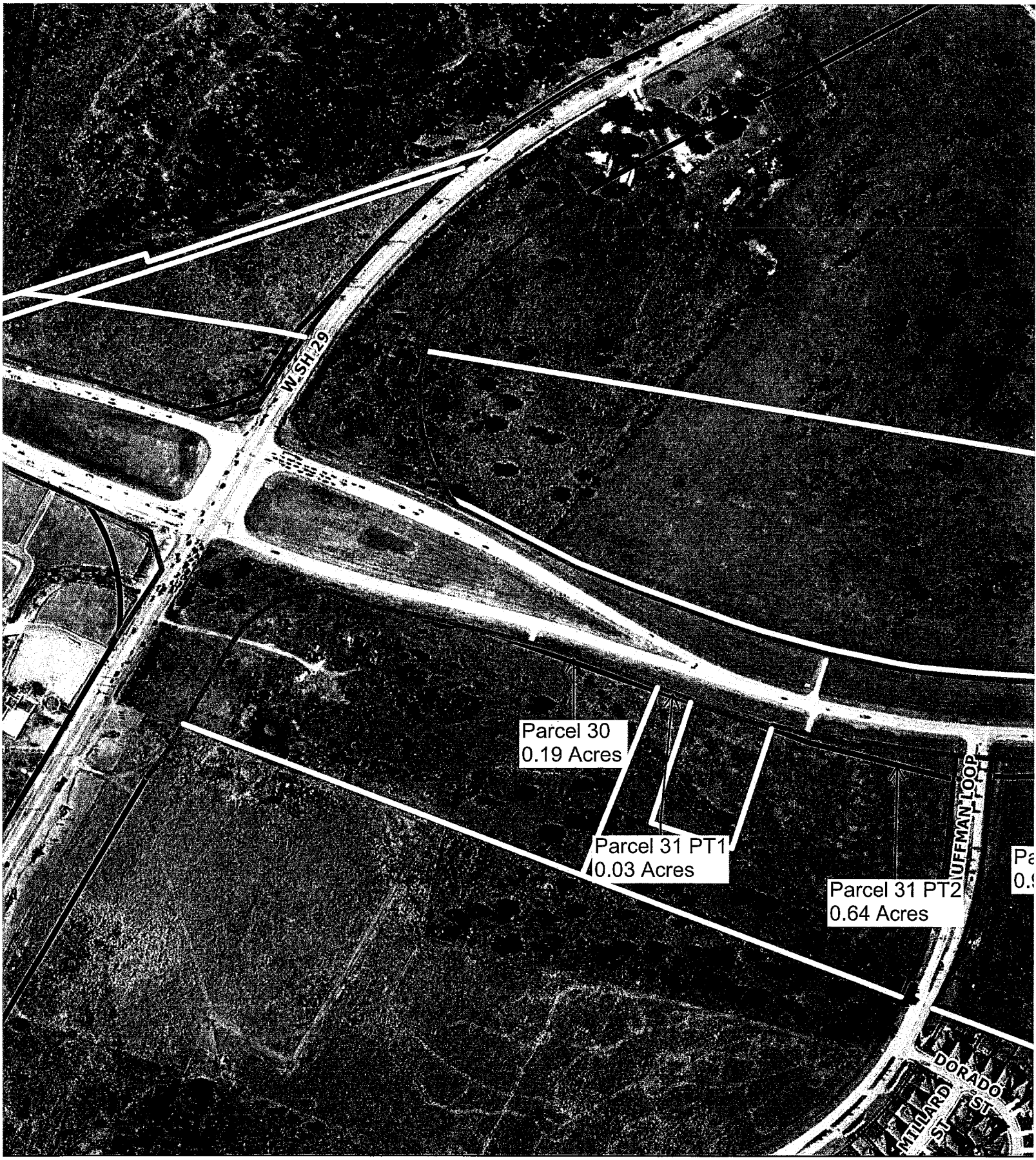
BARBED WIRE AND WOVEN WIRE FENCE (STEEL POSTS)

WF(2)-10

FILE: wf210.dgn	DN: TxDOT	CK: AM	DW: VP	CK:
©TxDOT 1996	CONT	SECT	JOB	HIGHWAY
REVISIONS	DIST	COUNTY		SHEET NO.

EXHIBIT H
R-O-W to be Dedicated

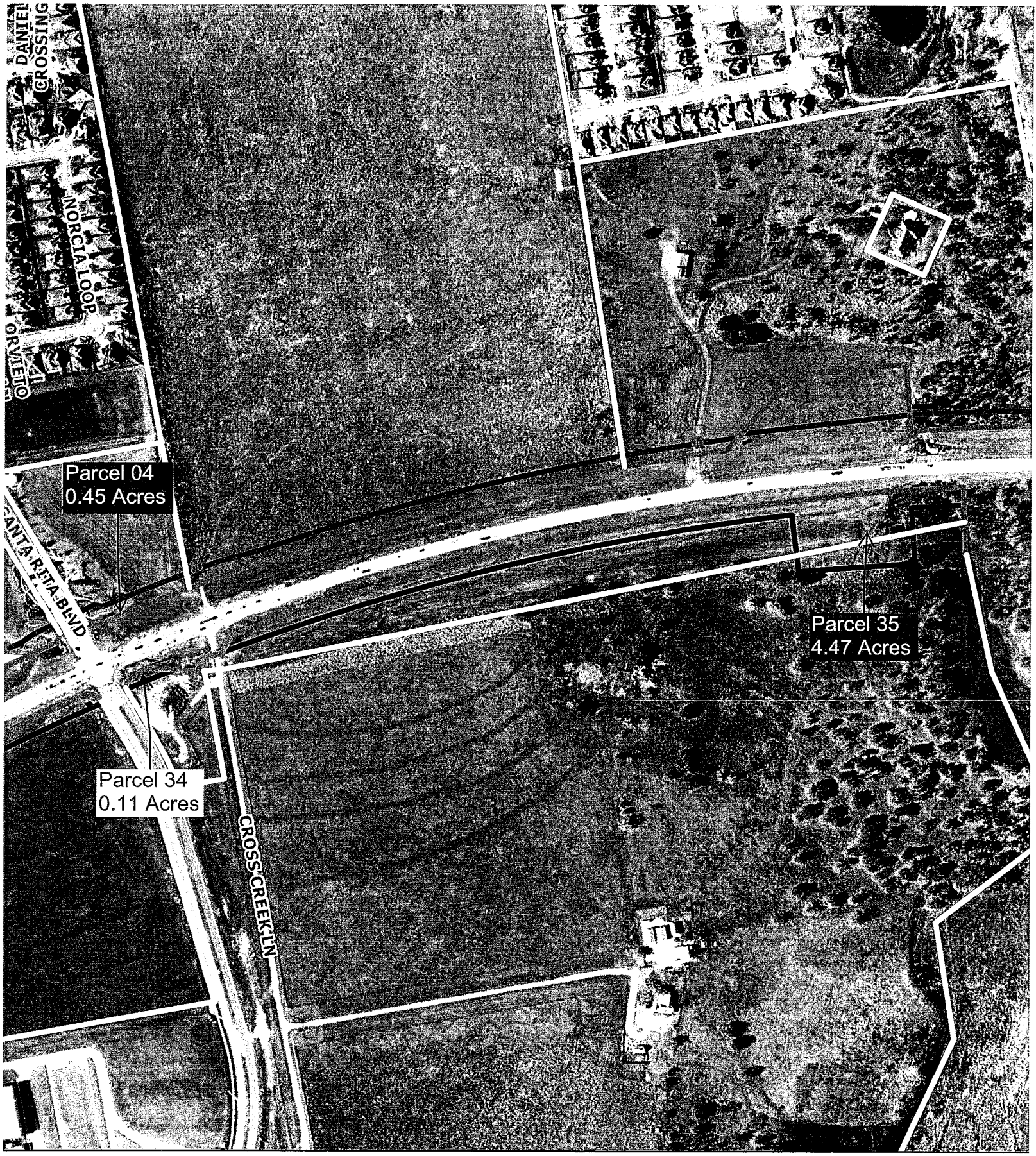
[attached]



WILLIAMSON COUNTY
1848

← PARCEL ACRES — ROW NEEDED FOR INTERIM PROJECT

← PARCEL ACRES — ROW NEEDED FOR FUTURE PROJECT



WILLIAMSON COUNTY
1848

← PARCEL ACRES — ROW NEEDED FOR INTERIM PROJECT

← PARCEL ACRES — ROW NEEDED FOR FUTURE PROJECT

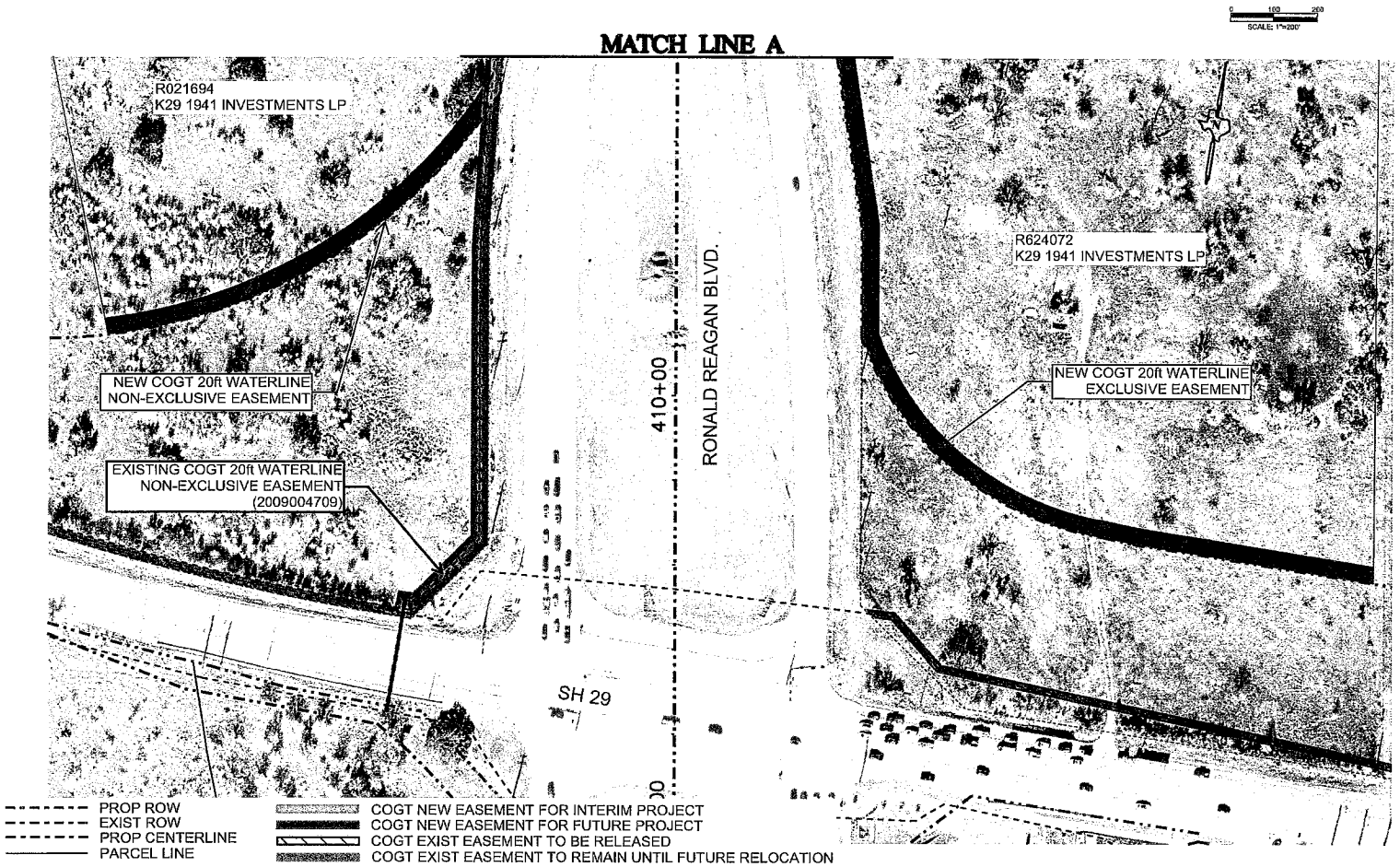


WILLIAMSON COUNTY
1848

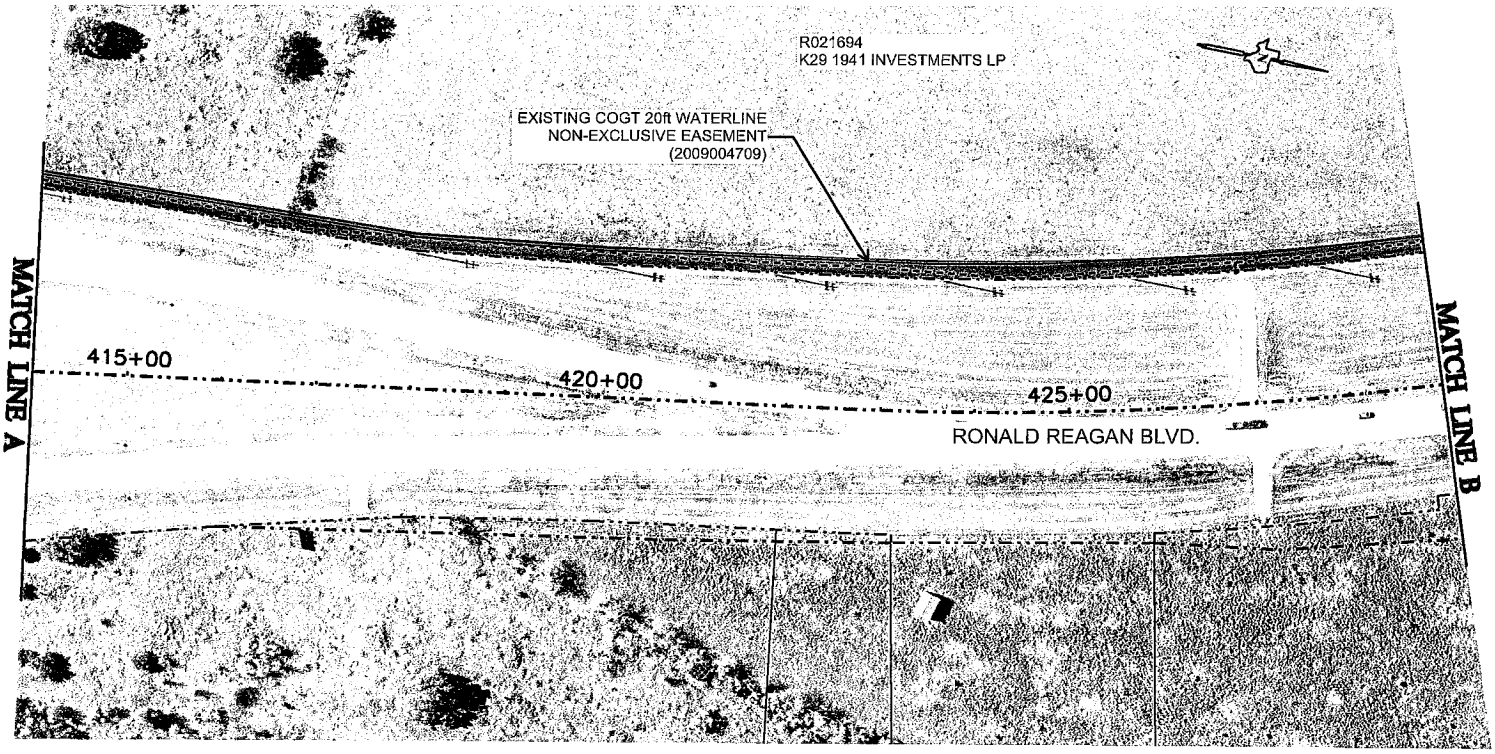
← PARCEL ACRES — ROW NEEDED FOR INTERIM PROJECT

← PARCEL ACRES — ROW NEEDED FOR FUTURE PROJECT

EXHIBIT I
Existing and New Water Line Locations



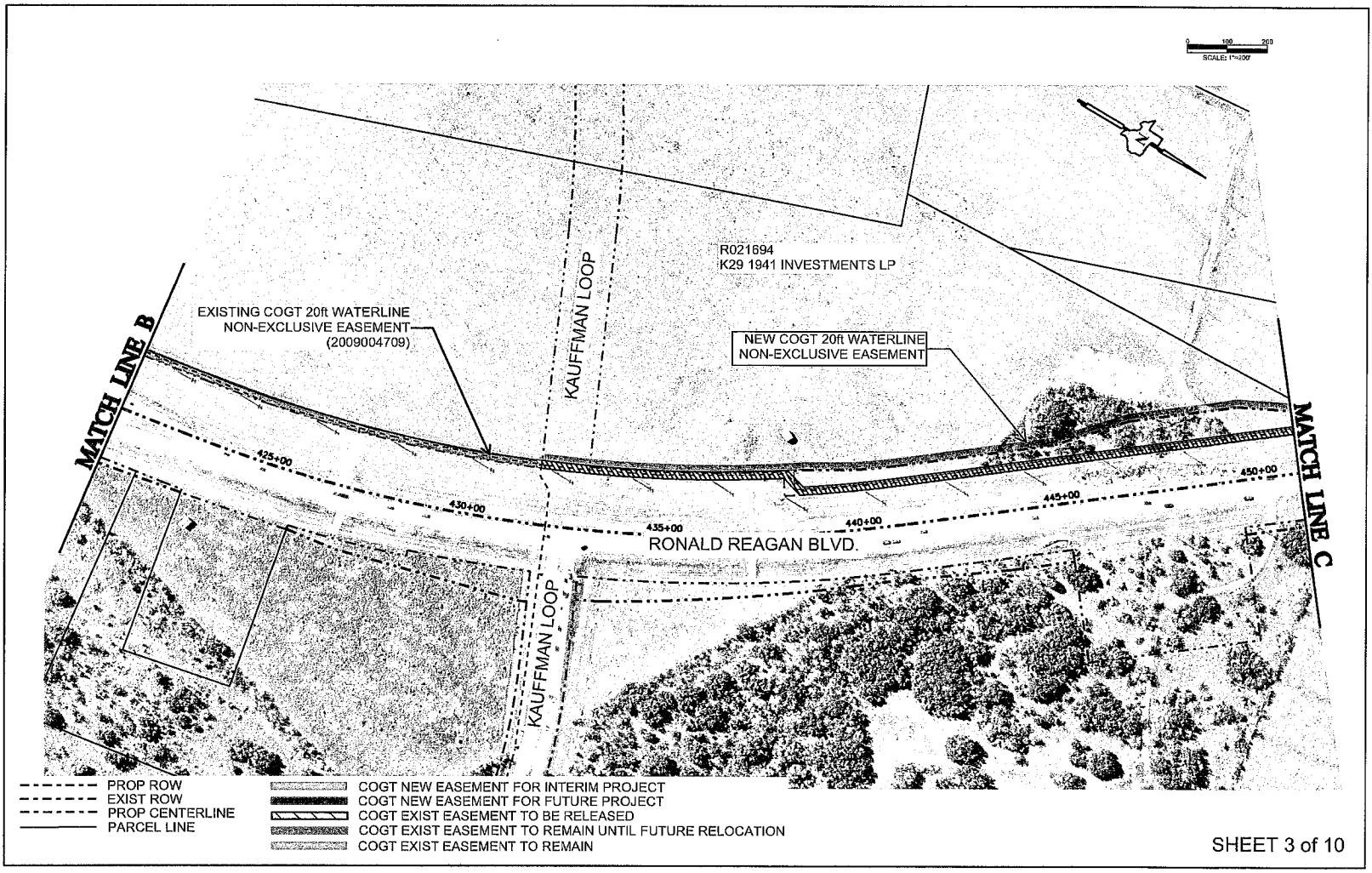
SHEET 1 of 10



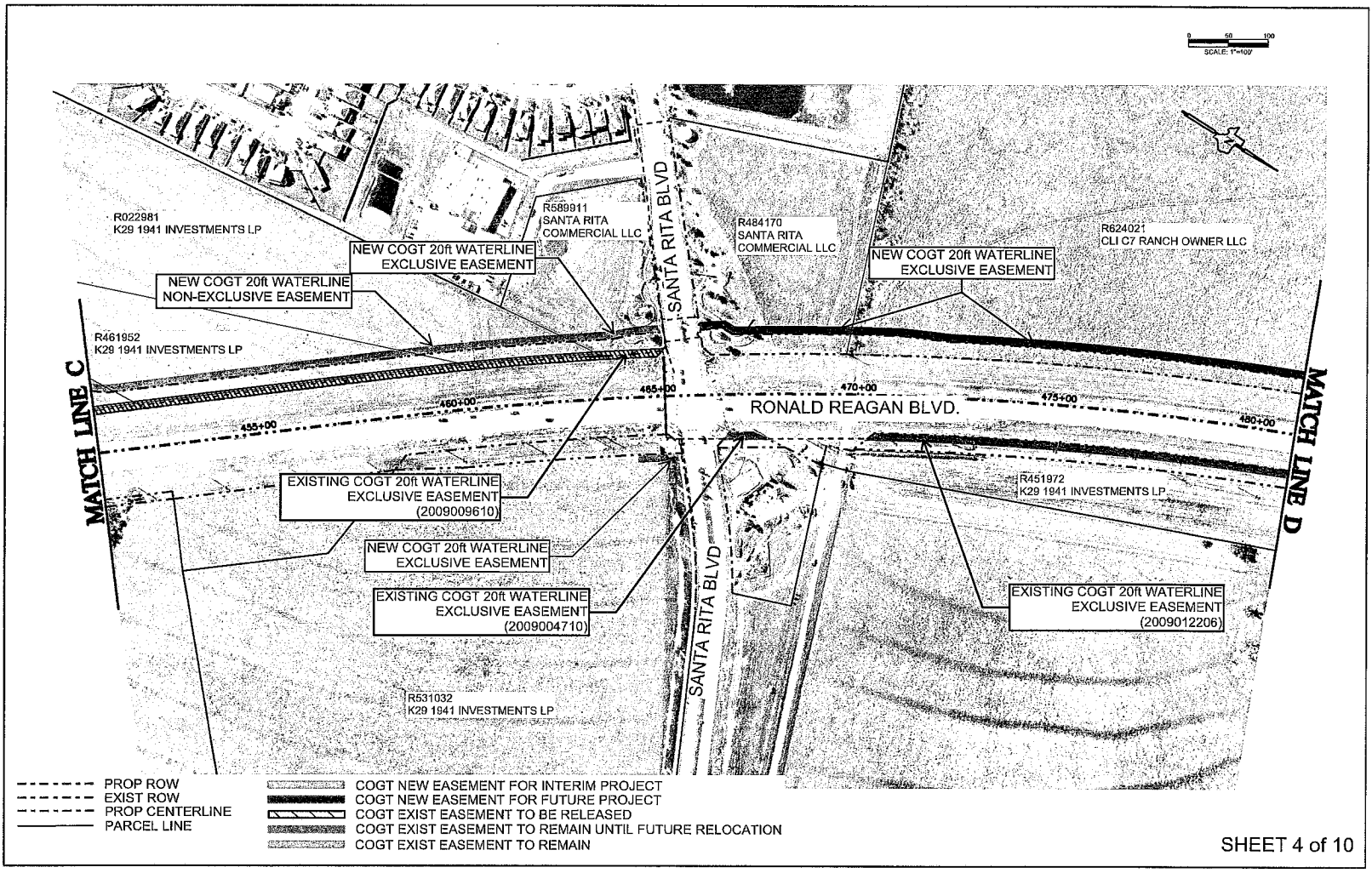
PROP ROW
EXIST ROW
PROP CENTERLINE
PARCEL LINE

COGT NEW EASEMENT FOR INTERIM PROJECT
COGT NEW EASEMENT FOR FUTURE PROJECT
COGT EXIST EASEMENT TO BE RELEASED
COGT EXIST EASEMENT TO REMAIN UNTIL FUTURE RELOCATION
COGT EXIST EASEMENT TO REMAIN

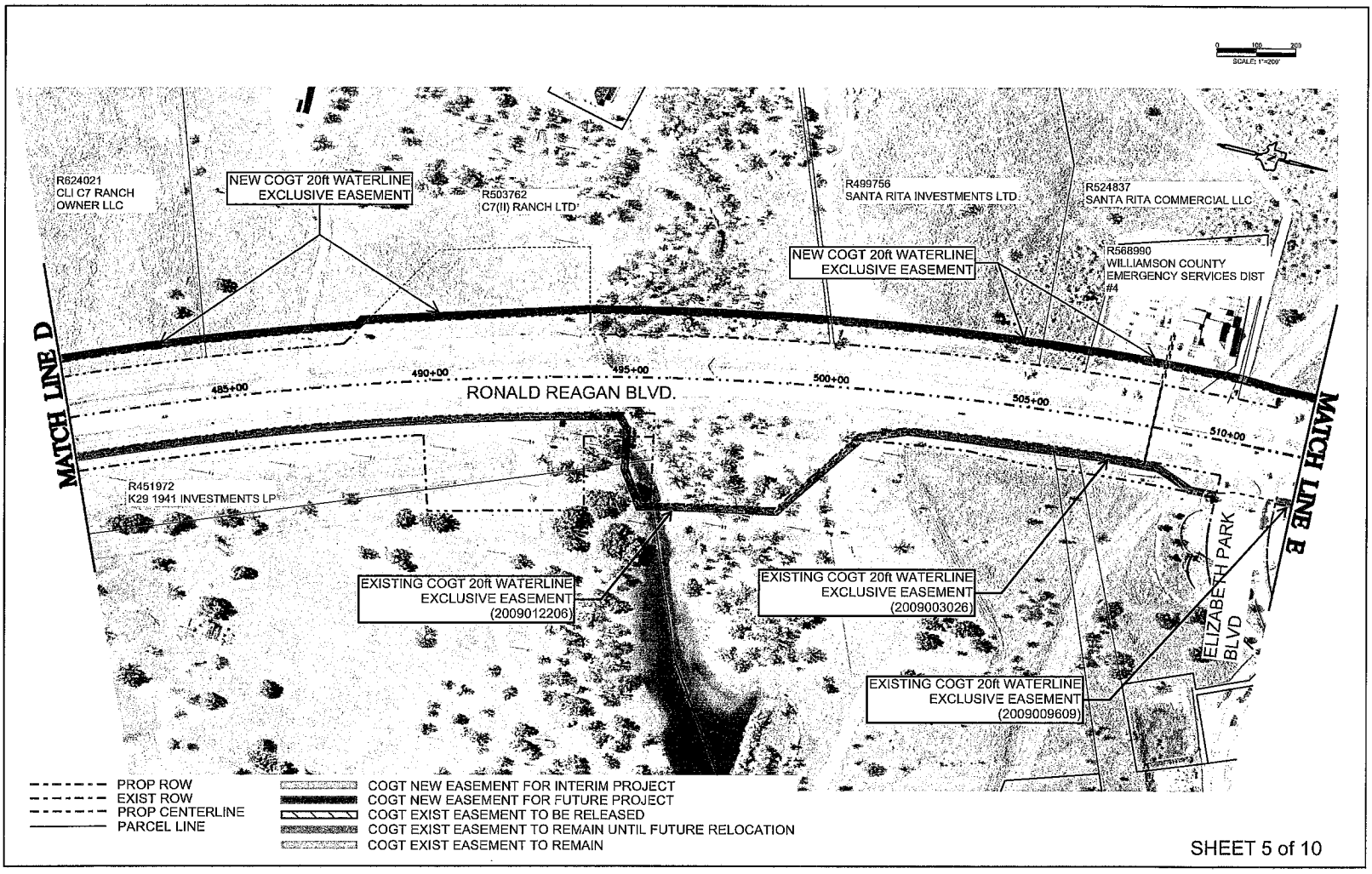
SHEET 2 of 10


SCALE: 1"=200'
R021694
K29 1941 INVESTMENTS LP
EXISTING COGT 20ft WATERLINE
NON-EXCLUSIVE EASEMENT
(2009004709)
NEW COGT 20ft WATERLINE
NON-EXCLUSIVE EASEMENT
KAUFFMAN LOOP
KAUFFMAN LOOP
MATCH LINE B
MATCH LINE C
425+00
430+00
435+00
440+00
445+00
450+00
RONALD REAGAN BLVD.
PROP ROW
EXIST ROW
PROP CENTERLINE
PARCEL LINE
COGT NEW EASEMENT FOR INTERIM PROJECT
COGT NEW EASEMENT FOR FUTURE PROJECT
COGT EXIST EASEMENT TO BE RELEASED
COGT EXIST EASEMENT TO REMAIN UNTIL FUTURE RELOCATION
COGT EXIST EASEMENT TO REMAIN

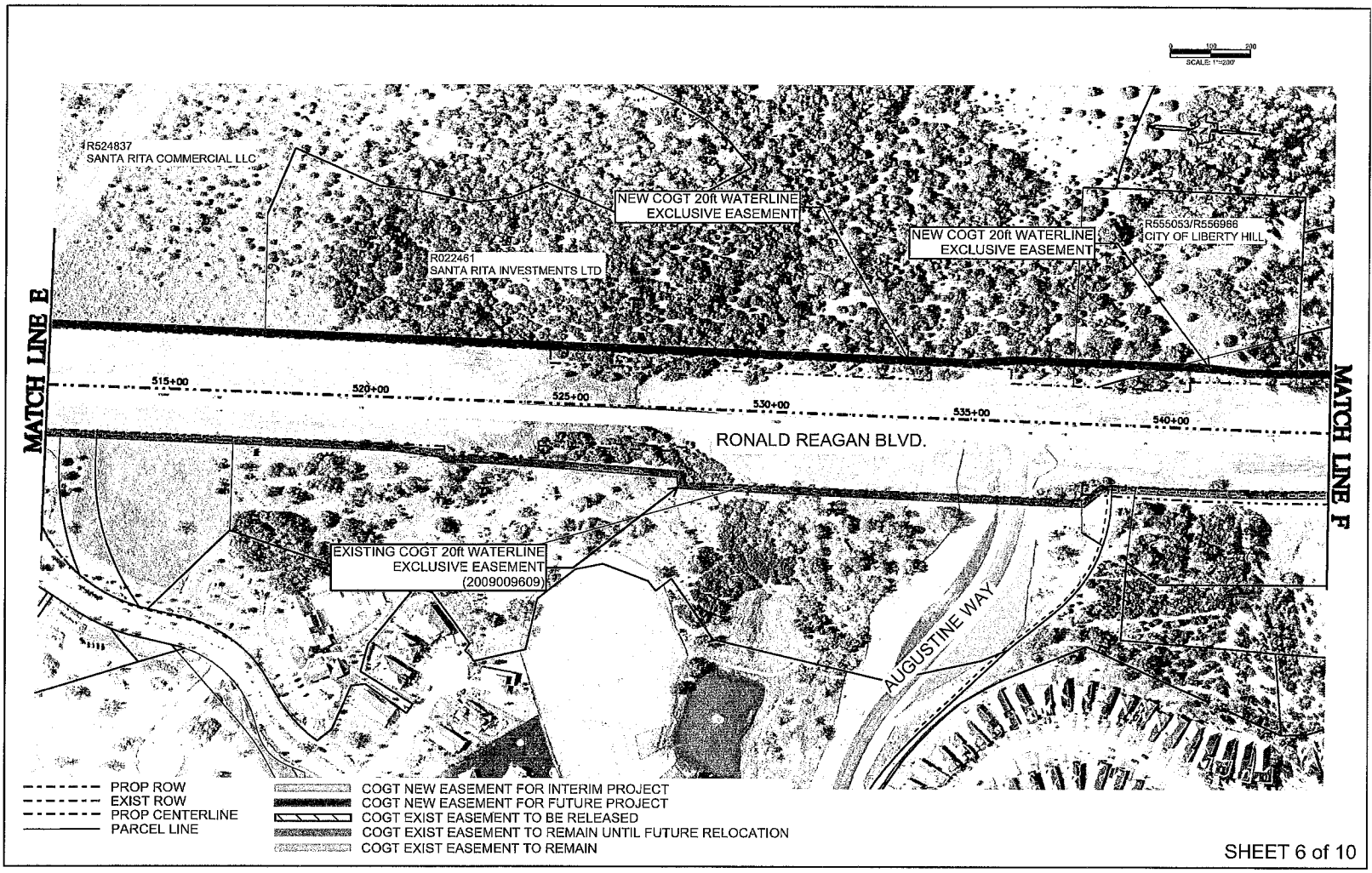
SHEET 3 of 10


SCALE: 1"=100'
R022981
K29 1941 INVESTMENTS LP
R589911
SANTA RITA
COMMERCIAL LLC
R484170
SANTA RITA
COMMERCIAL LLC
R624021
CLI C7 RANCH OWNER LLC
NEW COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
NEW COGT 20ft WATERLINE
NON-EXCLUSIVE EASEMENT
NEW COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
SANTA RITA BLVD
R461952
K29 1941 INVESTMENTS LP
MATCH LINE C
MATCH LINE D
455+00
460+00
465+00
470+00
475+00
480+00
RONALD REAGAN BLVD.
EXISTING COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
(2009009610)
NEW COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
EXISTING COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
(2009004710)
R451972
K29 1941 INVESTMENTS LP
EXISTING COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
(2009012206)
SANTA RITA BLVD
R531032
K29 1941 INVESTMENTS LP
PROP ROW
EXIST ROW
PROP CENTERLINE
PARCEL LINE
COGT NEW EASEMENT FOR INTERIM PROJECT
COGT NEW EASEMENT FOR FUTURE PROJECT
COGT EXIST EASEMENT TO BE RELEASED
COGT EXIST EASEMENT TO REMAIN UNTIL FUTURE RELOCATION
COGT EXIST EASEMENT TO REMAIN

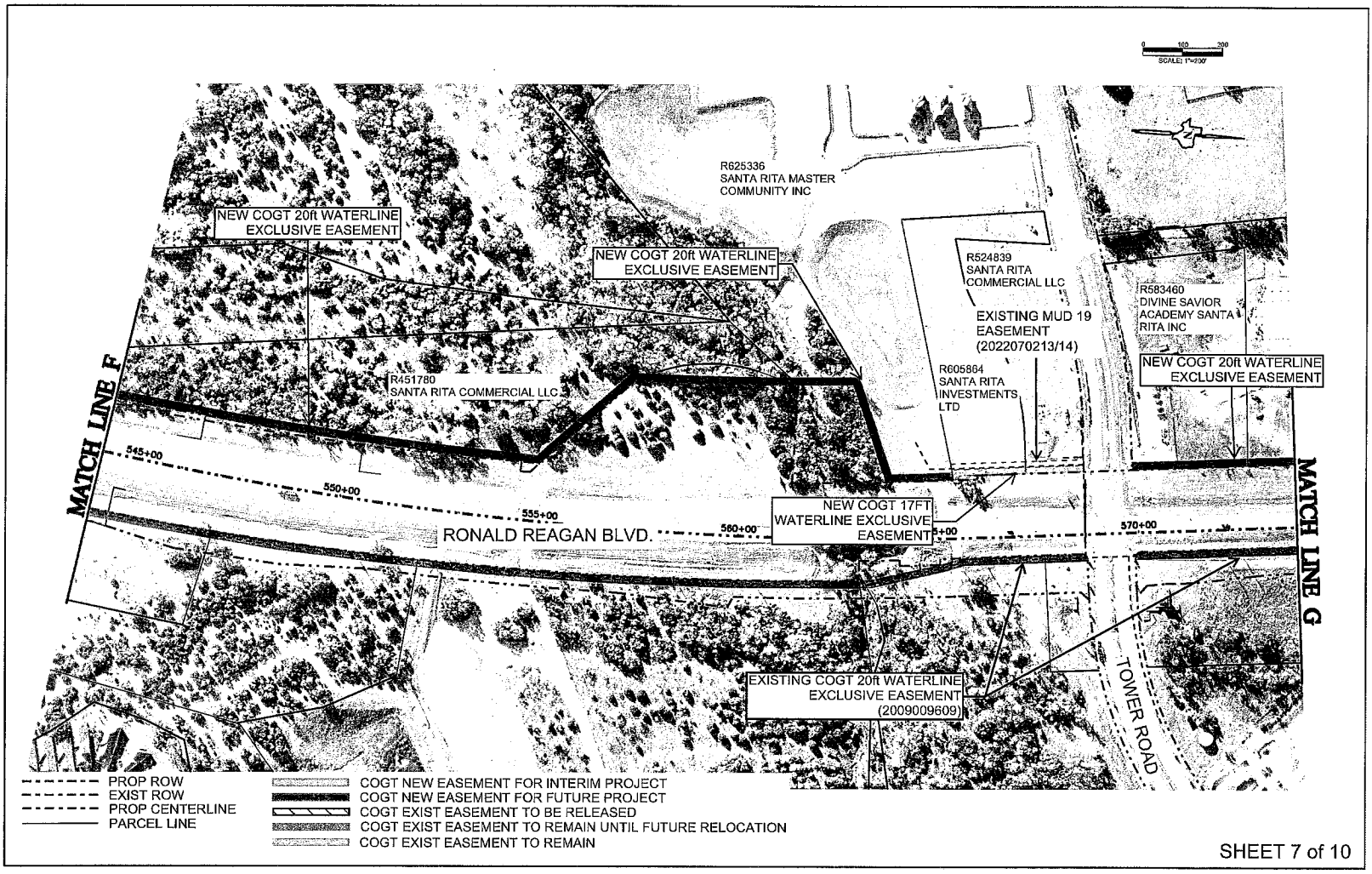
SHEET 4 of 10


SCALE: 1"=200'
R624021
CLI C7 RANCH
OWNER LLC
NEW COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
R503762
C7(II) RANCH LTD
R499756
SANTA RITA INVESTMENTS LTD
R524837
SANTA RITA COMMERCIAL LLC
NEW COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
R568990
WILLIAMSON COUNTY
EMERGENCY SERVICES DIST
#4
MATCH LINE D
485+00
490+00
495+00
500+00
505+00
510+00
RONALD REAGAN BLVD.
MATCH LINE B
R451972
K29 1941 INVESTMENTS LP
EXISTING COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
(2009012206)
EXISTING COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
(2009003026)
ELIZABETH PARK BLVD
EXISTING COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
(2009009609)
PROP ROW
EXIST ROW
PROP CENTERLINE
PARCEL LINE
COGT NEW EASEMENT FOR INTERIM PROJECT
COGT NEW EASEMENT FOR FUTURE PROJECT
COGT EXIST EASEMENT TO BE RELEASED
COGT EXIST EASEMENT TO REMAIN UNTIL FUTURE RELOCATION
COGT EXIST EASEMENT TO REMAIN

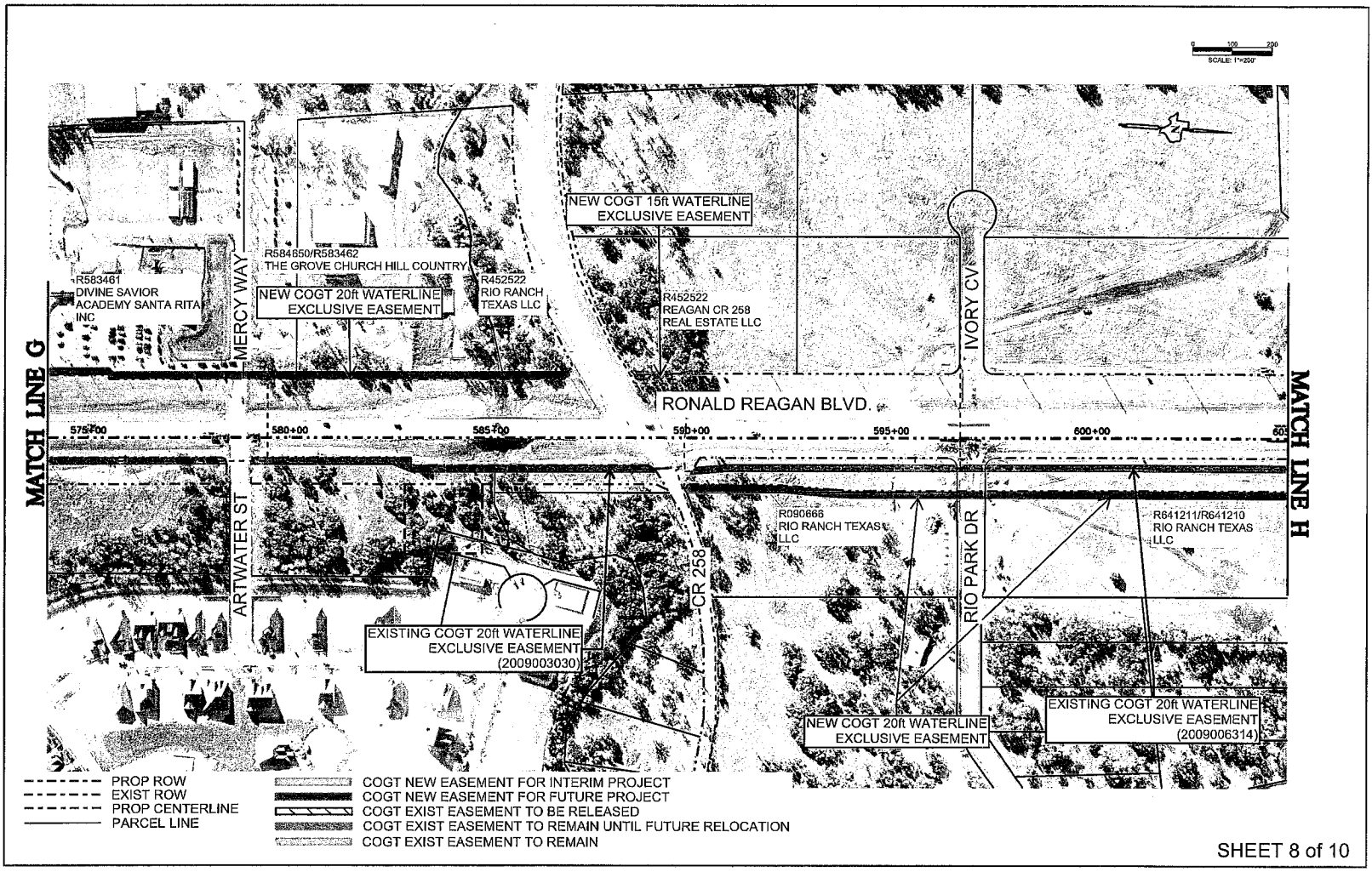
SHEET 5 of 10


SCALE: 1"=200'
R524837
SANTA RITA COMMERCIAL LLC
NEW COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
R022461
SANTA RITA INVESTMENTS LTD
NEW COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
R555053/R556966
CITY OF LIBERTY HILL
MATCH LINE E
MATCH LINE F
515+00
520+00
525+00
530+00
535+00
540+00
RONALD REAGAN BLVD.
EXISTING COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
(2009009609)
AUGUSTINE WAY
PROP ROW
EXIST ROW
PROP CENTERLINE
PARCEL LINE
COGT NEW EASEMENT FOR INTERIM PROJECT
COGT NEW EASEMENT FOR FUTURE PROJECT
COGT EXIST EASEMENT TO BE RELEASED
COGT EXIST EASEMENT TO REMAIN UNTIL FUTURE RELOCATION
COGT EXIST EASEMENT TO REMAIN

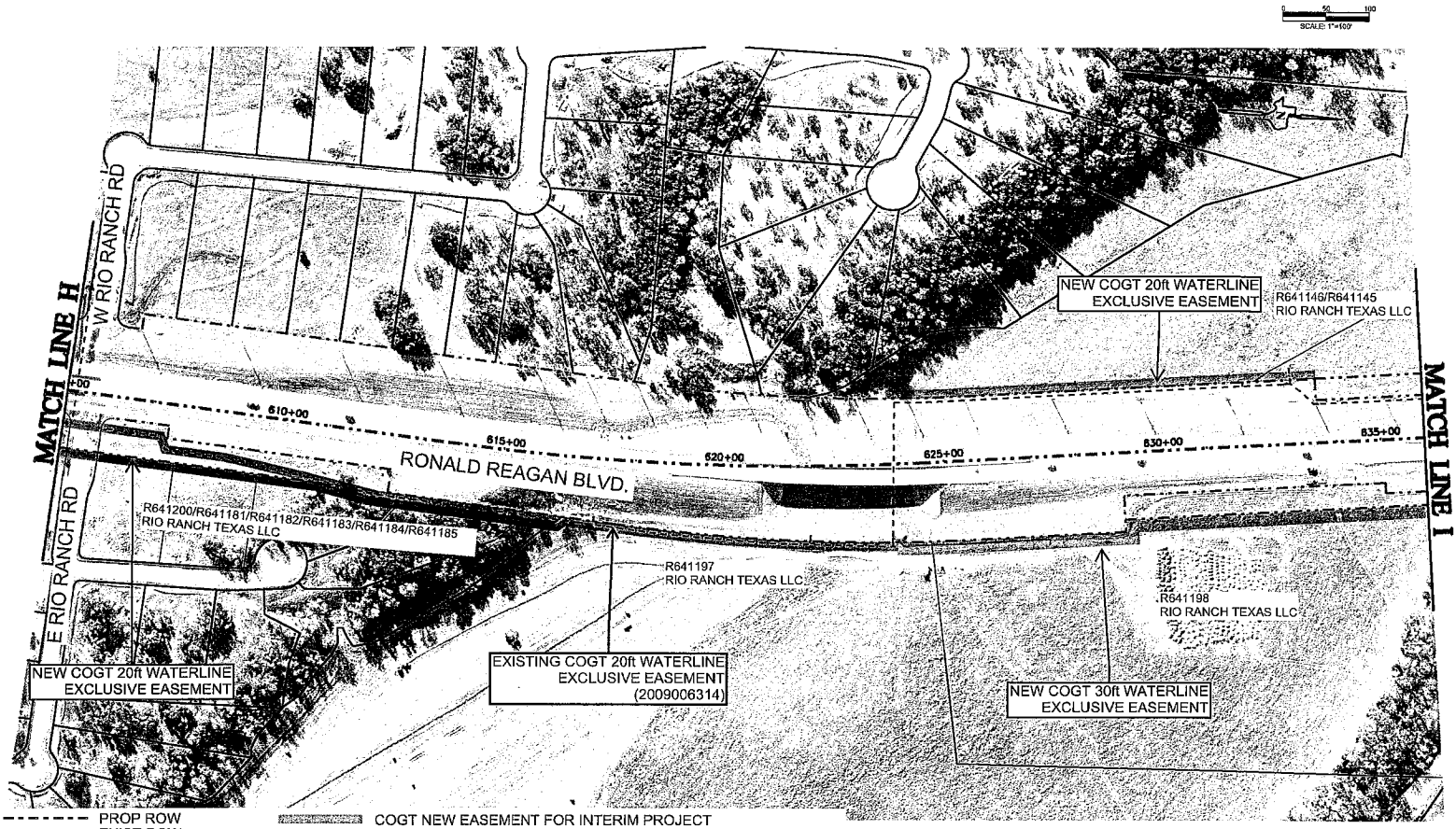
SHEET 6 of 10


SCALE: 1"=200'
R625336
SANTA RITA MASTER
COMMUNITY INC
NEW COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
NEW COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
R524839
SANTA RITA
COMMERCIAL LLC
EXISTING MUD 19
EASEMENT
(2022070213/14)
R583460
DIVINE SAVIOR
ACADEMY SANTA
RITA INC
NEW COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
R451780
SANTA RITA COMMERCIAL LLC
R605864
SANTA RITA
INVESTMENTS
LTD
MATCH LINE F
545+00
550+00
555+00
RONALD REAGAN BLVD.
580+00
NEW COGT 17FT
WATERLINE EXCLUSIVE
EASEMENT
5+00
570+00
MATCH LINE G
EXISTING COGT 20ft WATERLINE
EXCLUSIVE EASEMENT
(2009009609)
TOWER ROAD
PROP ROW
EXIST ROW
PROP CENTERLINE
PARCEL LINE
COGT NEW EASEMENT FOR INTERIM PROJECT
COGT NEW EASEMENT FOR FUTURE PROJECT
COGT EXIST EASEMENT TO BE RELEASED
COGT EXIST EASEMENT TO REMAIN UNTIL FUTURE RELOCATION
COGT EXIST EASEMENT TO REMAIN

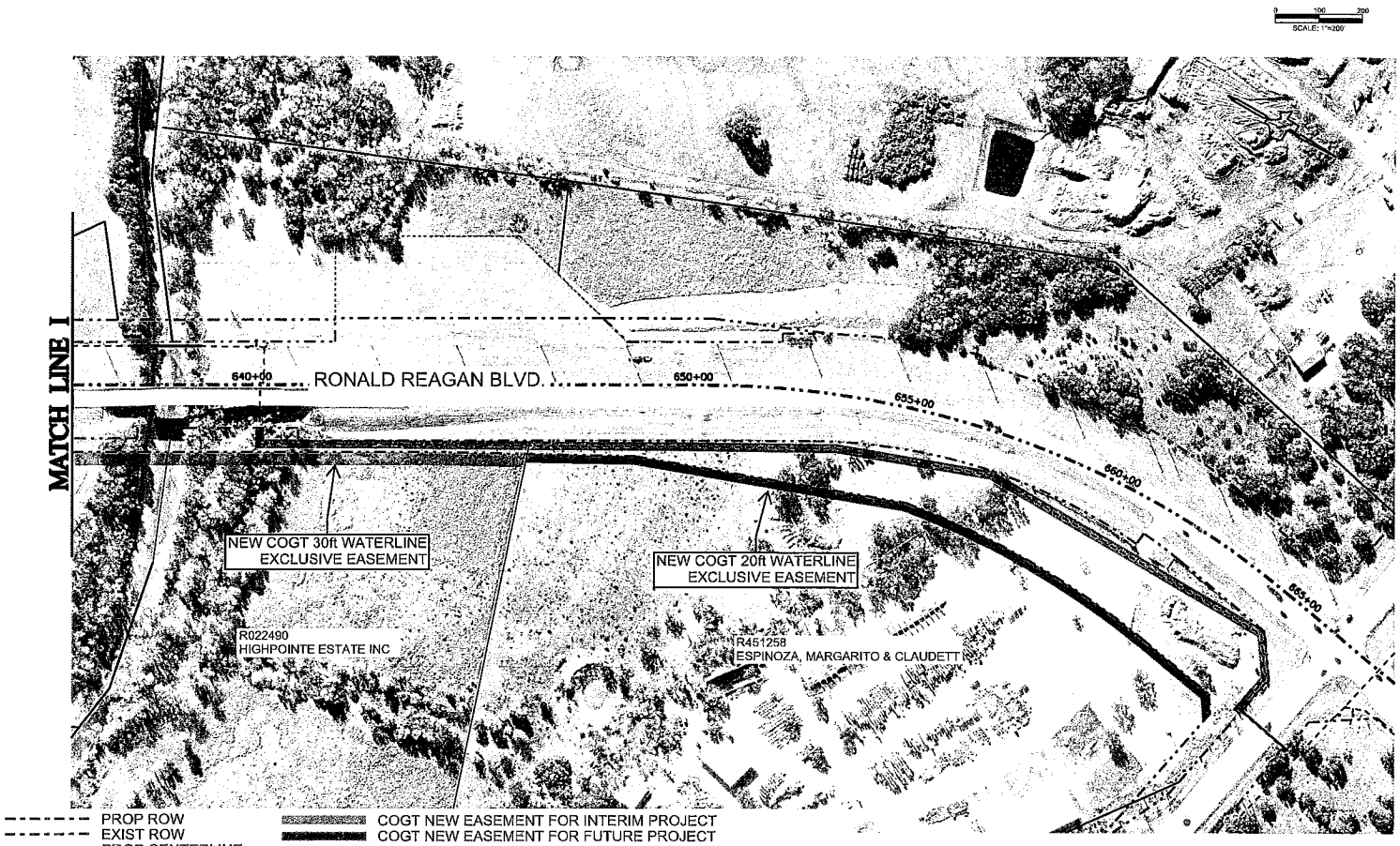
SHEET 7 of 10


SCALE: 1"=200'
MATCH LINE G
MATCH LINE H
MERCY WAY
ARTWATER ST
IVORY CV
RIO PARK DR
CR 258
RONALD REAGAN BLVD.
575+00
580+00
585+00
590+00
595+00
600+00
R583461
DIVINE SAVIOR ACADEMY SANTA RITA INC
R584650/R583462
THE GROVE CHURCH HILL COUNTRY
R452522
RIO RANCH TEXAS LLC
NEW COGT 20ft WATERLINE EXCLUSIVE EASEMENT
NEW COGT 15ft WATERLINE EXCLUSIVE EASEMENT
R452522
REAGAN CR 258 REAL ESTATE LLC
R090666
RIO RANCH TEXAS LLC
R641211/R641210
RIO RANCH TEXAS LLC
EXISTING COGT 20ft WATERLINE EXCLUSIVE EASEMENT (2009003030)
NEW COGT 20ft WATERLINE EXCLUSIVE EASEMENT
EXISTING COGT 20ft WATERLINE EXCLUSIVE EASEMENT (2009006314)
PROP ROW
EXIST ROW
PROP CENTERLINE
PARCEL LINE
COGT NEW EASEMENT FOR INTERIM PROJECT
COGT NEW EASEMENT FOR FUTURE PROJECT
COGT EXIST EASEMENT TO BE RELEASED
COGT EXIST EASEMENT TO REMAIN UNTIL FUTURE RELOCATION
COGT EXIST EASEMENT TO REMAIN

SHEET 8 of 10


SCALE: 1"=100'
MATCH LINE H
W RIO RANCH RD
E RIO RANCH RD
RONALD REAGAN BLVD.
610+00
615+00
620+00
625+00
630+00
635+00
MATCH LINE I
NEW COGT 20ft WATERLINE EXCLUSIVE EASEMENT
R641146/R641145
RIO RANCH TEXAS LLC
R641200/R641181/R641182/R641183/R641184/R641185
RIO RANCH TEXAS LLC
R641197
RIO RANCH TEXAS LLC
R641198
RIO RANCH TEXAS LLC
NEW COGT 20ft WATERLINE EXCLUSIVE EASEMENT
EXISTING COGT 20ft WATERLINE EXCLUSIVE EASEMENT (2009006314)
NEW COGT 30ft WATERLINE EXCLUSIVE EASEMENT
PROP ROW
EXIST ROW
PROP CENTERLINE
PARCEL LINE
COGT NEW EASEMENT FOR INTERIM PROJECT
COGT NEW EASEMENT FOR FUTURE PROJECT
COGT EXIST EASEMENT TO BE RELEASED
COGT EXIST EASEMENT TO REMAIN UNTIL FUTURE RELOCATION
COGT EXIST EASEMENT TO REMAIN

SHEET 9 of 10



SHEET 10 of 10

Commissioners Court - Regular Session **74.**

Meeting Date: 12/19/2023

CR 255 Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.727 acres) required for the construction of CR 255. (Marjorie Vickers, as executrix/ Parcel 49) Funding Source: Road Bonds TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 10:44 AM
Form Started By: Charlie Crossfield		Started On: 12/14/2023 10:37 AM
Final Approval Date: 12/14/2023		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 1.727 acres (Parcel 49) described by metes and bounds in Exhibit "A" owned by **MARJORIE M. VICKERS, Individually and as Independent Executrix of the Estate of Claude R. Vickers, deceased.** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 255 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

WALKER
TEXAS SURVEYORS
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

1.727 ACRE RIGHT-OF-WAY PARCEL NO. 49
CLAUDE R. VICKERS
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 1.727 ACRES (APPROXIMATELY 75,212 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 4.00 ACRE TRACT OF LAND CONVEYED TO CLAUDE R. VICKERS, IN A DEED DATED NOVEMBER 29, 2005. AND RECORDED IN DOCUMENT NO. 2005094676 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.727 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northwest corner of the herein described tract, the Northwest corner of said Vickers tract the Northeast corner of Lot 16, Big Valley Subdivision, filed of record in Cabinet "E", Page 337, Plat Records, Williamson County, Texas, a ½ inch iron rod found in the South line of County Road 289;

THENCE North 89°20'29" East with the North line of said Vickers tract and the South line of said County Road 289 a distance of 58.09 feet to an angle point in the North line of said Vickers Tract;

THENCE South 87°59'41" East with the North line of said Vickers Tract and the South line of said County Road 289 a distance of 94.45 feet to a ½ inch iron rod found in the South right of way line of said County Road 289;

THENCE North 68°38'09" East with the North line of said Vickers Tract and the South right of way line of said County Road 289 a distance of 77.55 feet to the Northeast corner of the herein described tract a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" from which the Northeast corner of said Vickers tract, a ½ inch iron rod found near a fence corner post bears North 68°38'09" East a distance of 47.80 feet;

THENCE South 22°36'08" West across said Vickers tract a distance of 188.32 feet to an

angle point in the herein described tract, a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY"

THENCE in a Southeasterly direction across said Vickers tract with a curve to the Left an arc distance of 318.45 feet (having a radius of 3,332.00 feet, a chord bearing of South 24°57'49" East, a chord distance of 318.33 feet, and a delta angle of 05°28'34") to the point of tangency, a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY";

THENCE South 27°42'06" East across said Vickers tract a distance of 196.93 feet to the southeast corner of the herein described tract, a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the South line of said Vickers tract and the North line of that certain called 2.99 acre tract of land as described in the deed conveyed to Tony Lynn Lawrence, filed of record in document number 2004057588, Official Public Records, Williamson County, Texas from which a 1/2 inch iron rod found at the Southeast corner of said Vickers called 4.00 acre tract bears North 68°36'01" East a distance of 137.62 feet;

THENCE South 68°36'01" West with the South line of said Vickers tract and the North line of said Lawrence tract a distance of 125.82 feet to the Southwest corner of the herein described tract, the Southwest corner of said Vickers tract, a ½ inch iron rod found at a fence corner post in the East line of said Big Valley Subdivision;

THENCE North 20°43'35" West with the West line of said Vickers tract and the East line of said Big Valley Subdivision a distance of 337.49 feet to an angle point;

THENCE North 22°31'49" West with the West line of said Vickers tract and the East line of said Big Valley Subdivision a distance of 369.67 feet the POINT OF BEGINNING, containing 1.727 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).
Attachments: Survey Drawing No. 075054-02-PARCEL 49.

I hereby certify that the heron map and description was performed under my direct supervision.

Charles G. Walker Date: October 12, 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800



SKETCH TO ACCOMPANY A DESCRIPTION OF 1.727 ACRES (APPROXIMATELY 75,212 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO CLAUDE R. VICKERS, IN A DEED DATED NOVEMBER 29, 2005 AND RECORDED IN DOCUMENT NO. 2005094676 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Surveyor's Notes:
Only those easements and that information listed in Title Commitment File No. GT2201763 issued by Texan Title Insurance Company on May 23, 2022, 8:00am, with an effective date of May 18, 2022, 8:00am, and re-listed below were considered regarding restrictions and matters affecting this property. No other research was performed by Walker Texas Surveyors, Inc. All underground utilities have not been located by this surveyor. The hereon signed Registered Professional Land Surveyor makes no warranty as to the existence or location of any such utility, whether serving the subject tract or for the purpose of servicing other properties. Subsurface and environmental conditions were not examined or considered as a part of this survey. The word "Certify" or "certification" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a Warranty or guarantee, expressed or implied.

10.

d. Right of Way Easement dated July 18, 1984, executed by Donald L. Harrell to Chisholm Trail Water Supply Corp., recorded in Volume 1064, Page 542, Official Records, Williamson County, Texas. (Does not affect)

e. Right of Way Easement dated September 8, 1983, executed by Lora Mae Anderson to Chisholm Trail Water Supply Corp., recorded in Volume 939, Page 187, Deed Records, Williamson County, Texas. (Does not affect)

f. Right of Way Easement dated May 14, 1982, executed by Weaver Anderson to Chisholm Trail, WSC, recorded in Volume 938, Page 559, Deed Records, Williamson County, Texas. (Does not affect)

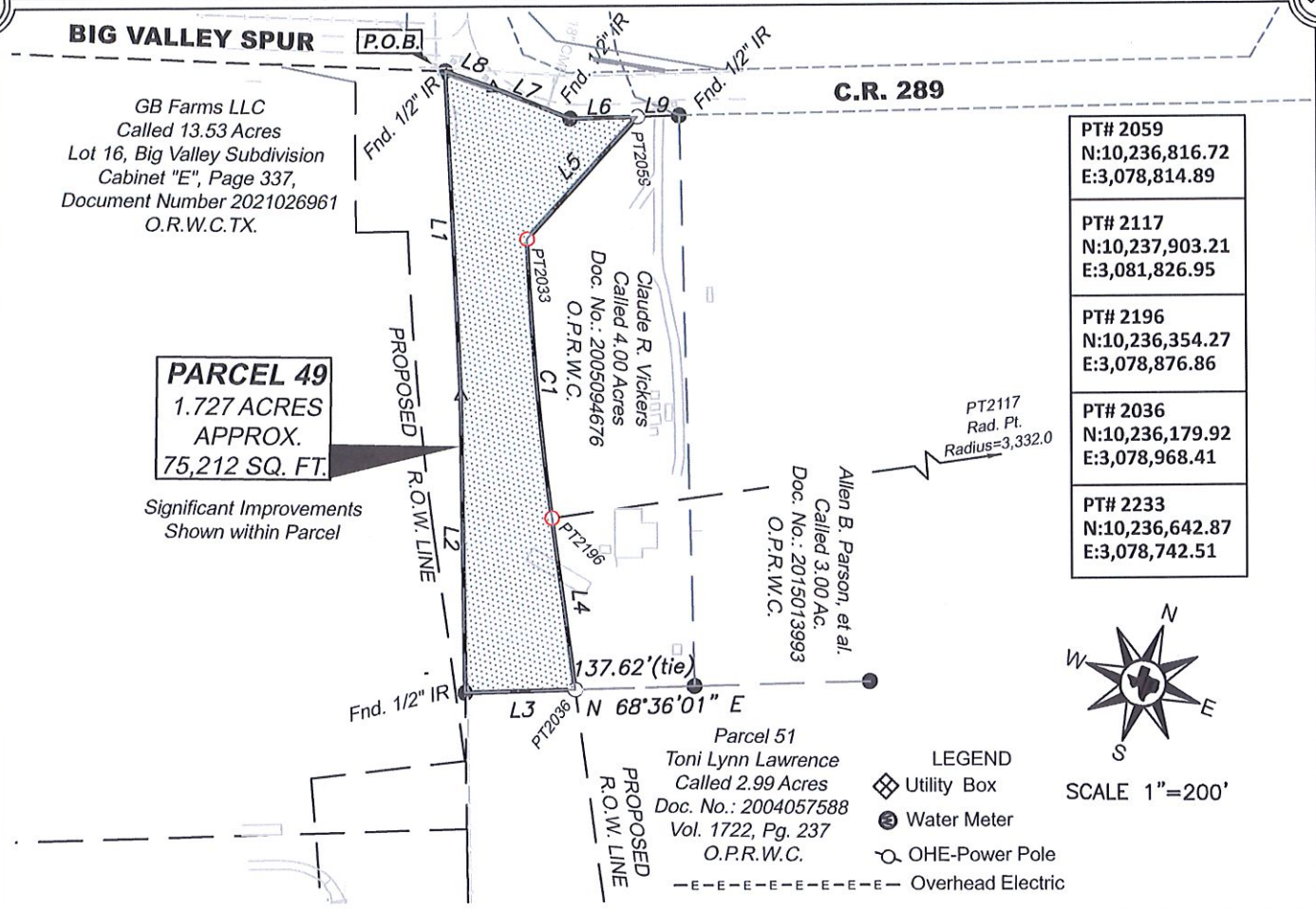
g. Telephone Company Right of Way Easement dated January 1, 1981, executed by Mr. William Daniels to Mid-State Telephone Company, recorded in Volume 826, Page 349, Deed Records, Williamson County, Texas. (Does not affect)

h. Utility Easement dated April 8, 2015, executed by Claude R. Vickers to Pedernales Electric Cooperative, Inc., recorded under Document No. 2015039284, Official Records, Williamson County, Texas. (Does not affect)

LEGEND	
○	*5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"*
●	*1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)*
△	*CALCULATED POINT*
P.R.W.C.T.	*PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS*
O.P.R.W.C.T.	*OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS*
O.R.W.C.T.	*OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS*
—X—	*FENCE LINE*
( )	*RECORD INFORMATION*

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	3332.00'	318.45'	318.33'	N 24°57'49" W	5°28'34"

LINE	BEARING	DISTANCE
L1	S 22°31'49" E	369.67'
L2	S 20°43'35" E	337.49'
L3	N 68°36'01" E	125.82'
L4	N 27°42'06" W	196.93'
L5	N 22°36'08" E	188.32'
L6	S 68°38'09" W	77.55'
L7	N 87°59'41" W	94.45'
L8	S 89°20'29" W	58.09'
L9	N 68°38'09" E	47.80'

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

STATE OF TEXAS
REGISTERED
CHARLES G. WALKER
5283
PROFESSIONAL
LAND SURVEYOR

CHARLES G. WALKER, TX. RPLS # 5283.

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: October 12, 2023
DRAWING NO.: 0750504-02-PARCEL 49
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS

Meeting Date: 12/19/2023

Executive Session

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

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

A. Real Estate Owned by Third Parties

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

a) Discuss the acquisition of real property: CR 332
b) Discuss the acquisition of real property for County Facilities.
c) Discuss the acquisition of real property for CR 255.
d) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
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.
s) Discuss acquisition of right of way for Corridor J.
t) Discuss the acquisition of real property for CR 258.
u) Discuss the acquisition of real property for Southwestern Blvd.

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
d) Discuss Blue Springs Blvd. property

C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 09:23 AM
Form Started By: Charlie Crossfield		Started On: 12/13/2023 05:32 PM
Final Approval Date: 12/14/2023		

Commissioners Court - Regular Session **76.**

Meeting Date: 12/19/2023

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087: Business prospect(s) that may locate or expand within Williamson County.

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2023 09:24 AM
Form Started By: Charlie Crossfield		Started On: 12/13/2023 05:33 PM
Final Approval Date: 12/14/2023		

Commissioners Court - Regular Session **80.**

Meeting Date: 12/19/2023

Chief Information Officer

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Executive Session

Information

Agenda Item

Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of the Williamson County Chief Information Officer, Department of Information Systems (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	12/14/2023 11:52 AM
Form Started By: Becky Pruitt		Started On: 12/14/2023 11:51 AM
Final Approval Date: 12/14/2023		